

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30		Page 1 of 62
1. REQUISITION NUMBER APWSNWUT-0001-2	2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE
4. ORDER NUMBER	5. SOLICITATION NUMBER 85-M-APHIS-02	6. SOLICITATION ISSUE DATE 11/01/02
7. FOR SOLICITATION INFORMATION CALL	a. NAME José-Luis Gallagher <u>jose.l.gallagher@usda.gov</u>	b. TELEPHONE NUMBER (No collect calls) (612) 370-2226
8. OFFER DUE DATE/LOCAL TIME 11/19/02 2:30 CST		
9. ISSUED BY Code: 6395 USDA, APHIS, MRP-BS, ASD Contracting Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403		10. THIS ACQUISITION IS [] UNRESTRICTED [X] SET ASIDE 100% FOR [X] SMALL BUSINESS [] SMALL DISADV. BUSINESS [] 8(A) SIC: 561612 SIZE STANDARD: \$09.0 MILLION
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED [] SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING
14. METHOD OF SOLICITATION [] RFQ [] IFB [X] RFP		
15. DELIVERY TO CODE	16. ADMINISTERED BY Code: (If other than Item 5)	
17a. CONTRACTOR/OFFEROR DUNS: _____ TIN: _____ TELEPHONE NO. _____	18a. PAYMENT WILL CODE 6395 BE MADE BY _____ USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO THE ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
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See Attached

25. ACCOUNTING AND APPROPRIATION DATA
31574 00951

26. TOTAL AWARD AMOUNT
(For Govt Use Only)

☒ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1,
FAR 52.212-4. FAR 52.212-3, FAR 52.212-5 ARE ATTACHED.
ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4.
FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY
☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL
ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE _____
☐ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5),
INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN ARE
ACCEPTED AS TO ITEMS: _____

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (Continued)

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)					
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Lisa P. Stensrud					
30c. DATE SIGNED	31c. DATE SIGNED					
32a. QUANTITY IN COLUMN 21 HAS BEEN [] RECEIVED [] INSPECTED [] ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED	32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE	32c. DATE				
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR				
<table border="1"> <tr> <td><input type="checkbox"/></td> <td>PARTIAL</td> <td><input type="checkbox"/></td> <td>FINAL</td> </tr> </table>	<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL	37. CHECK NUMBER	
<input type="checkbox"/>	PARTIAL	<input type="checkbox"/>	FINAL			
36. PAYMENT [] COMPLETE [] PARTIAL [] FINAL	39. S/R VOUCHER NUMBER					
38. S/R ACCOUNT NUMBER	40. PAID BY					

41a. I CERTIFY THIS ACCOUNT IS CORRECT FOR PROMPT PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
42a. RECEIVED BY (PRINT)	42b. RECEIVED AT (Location)
42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

AUTHORIZED FOR LOCAL PRODUCTION

STANDARD FORM 1449 (10-95)
 PRESCRIBED BY GSA-FAR(48 CFR)53.212
 OMB NO.:9000-0136
 Expires: 09/30/98

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ADDENDA 1

CONTINUATION OF SF1449 BLOCKS 19, 20, 21, 22, 23, AND 24

BACKGROUND AND EVALUATION OF OFFERS

The United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), National Wildlife Research Center in the following locations: Millville, Utah; Olympia Field Station, in Olympia, Washington; and Invasive Species Research Station in Hilo, Hawaii, intend to contract for Guard Services. The Utah location requires class II certified guard services while the Washington and Hawaii locations require unarmed services.

The Government intends to award one or more contracts to the responsible offeror(s) whose offer(s) conform(s) to the solicitation(s) and are most advantageous to the Government, price and other factors considered. Offerors for Lots 1, 2 and 3 will be evaluated separately.

The Government intends to award contracts to the responsible offeror(s) that offer(s) the best value proposal for each Lot separately. The Lots will not be combined for purposes of evaluation and the Government may award separate contracts for each Lot.

The Government intends to make its award decisions without discussions. Therefore, each offeror is encouraged to provide the Government with all of the information necessary to evaluate their proposal for each Lot. Offerors that fail to submit all the information necessary to evaluate their proposal with their initial proposal bear the risk that their proposal will be rejected without discussions.

Each offeror may submit a proposal for Lot 1, 2 and 3, or any combination of Lots. The proposals for any given Lot will be evaluated separately. An offeror may not make its proposal for any given Lot contingent on it receiving the award for any other Lot. The proposal for any given Lot shall identify the price, methodology, equipment, and subcontractors proposed for that Lot.

ADDENDA 1A: SCHEDULE OF ITEMS

Lot 1 -

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price

1.	Hilo, Hawaii Unarmed Guard Services in accordance w/ Lot 1 Performance Work Statement	10	month	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

2.	Hilo, Hawaii Unarmed Guard Services in accordance w/ Lot 1 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

3.	Hilo, Hawaii Unarmed Guard Services in accordance w/ Lot 1 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

4.	Hilo, Hawaii Unarmed Guard Services in accordance w/ Lot 1 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

5.	Hilo, Hawaii Unarmed Guard Services in accordance w/ Lot 1 Performance Work Statement	12	month	\$ _____	\$ _____
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Grand Total \$ _____

Lot 2 -

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
6.	Millville, Utah Guard Services in Accordance w/ Lot 2 Performance Work Statement	10	month	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

7.	Millville, Utah Guard Services in Accordance w/ Lot 2 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

8.	Millville, Utah Guard Services in Accordance w/ Lot 2 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

9.	Millville, Utah Guard Services in Accordance w/ Lot 2 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

10.	Millville, Utah Guard Services in Accordance w/ Lot 2 Performance Work Statement	12	month	\$ _____	\$ _____
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Grand Total \$ _____

Lot 3 -

BASE YEAR, date of award through September 30, 2003.

Item No.	Description	Qty.	Unit	Unit Price	Total Price
11.	Olympia, Washington Unarmed Guard Services in accordance w/ Lot 3 Performance Work Statement	10	month	\$ _____	\$ _____

OPTION PERIOD 1, October 1, 2003 through September 30, 2004.

12.	Olympia, Washington Unarmed Guard Services in accordance w/ Lot 3 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 2, October 1, 2004 through September 30, 2005.

13.	Olympia, Washington Unarmed Guard Services in accordance w/ Lot 3 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 3, October 1, 2005 through September 30, 2006.

14.	Olympia, Washington Unarmed Guard Services in accordance w/ Lot 3 Performance Work Statement	12	month	\$ _____	\$ _____
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OPTION PERIOD 4, October 1, 2006 through September 30, 2007.

15.	Olympia, Washington Unarmed Guard Services in accordance w/ Lot 3 Performance Work Statement	12	month	\$ _____	\$ _____
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Grand Total \$ _____

INSTRUCTIONS FOR PREPARATION OF PROPOSALS

The Government will evaluate offers in accordance with the evaluation factors set forth in Section 7 of each separate Performance Work Statement. Offerors shall include, as part of their offer, supporting data suitable for evaluation of proposals. Supporting data shall contain resumes of key contractor and/or subcontractor personnel to be designated for this contract. The resumes shall demonstrate that key personnel meet the minimum qualification requirements specified in the Solicitation.

The data shall also include at least 3 references to evaluate prior experience and past performance of the offeror and their subcontractor(s) on similar or related work. The offeror shall include prior contracts with the Federal Government, State Government and/or Local in this order. Describe the work performed and include the name and address of the organization where the work was performed, point of contact, telephone number of the customer; purchase order or contract number, the period covered, and the dollar value of the service. Offerors shall provide information on all contracts or purchase orders awarded for similar or related work since October 1, 2000.

ADDENDA 2A

LOT 1: Hilo, Hawaii Guard Services

PERFORMANCE WORK STATEMENT (PWS)

SECTION I GENERAL INFORMATION

1.1. SCOPE OF WORK. The contractor shall provide all personnel, supervision and other items and services necessary to perform guard/security service in the Performance Work Statement (PWS), except as specified in Section 3 as government-furnished property and services at the USDA/APHIS/WS National Wildlife Research Center, Invasive Species Research Station, Amauulu Road, Hilo, Hawaii. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary) The estimated quantities of work are listed in Section 1.6 and Exhibit 2, Workload Estimates.

1.2 CONTRACTING PERSONNEL

1.2.1. Contract Manager. The contractor shall provide a qualified and capable contract manager who shall be responsible for the performance of the work. The name, address and telephone numbers of this person and an alternate or alternates who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer five work days before the contract start date.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contracted matters relating to the daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal duty hours within 60 minutes by telephone to discuss problem areas. After normal duty hours, the manager or alternate shall be available within 2 hours by telephone.

1.2.1.3. The contract and alternate, key personnel, including guards must meet the following minimum qualification requirements:

- a. In compliance with (have no violations of) labor and immigration laws of the United States of America. The contractor shall not employ or subcontract undocumented workers.
- b. Never convicted, or forfeited collateral for any felony violation. Generally, a felony is defined as any violation of law punishable by imprisonment of longer than one year, except for violations called misdemeanors under State law which are punishable by imprisonment of two years or less.
- c. Have a high school diploma or have served for four (4) years, on a full-time basis, in a security force capacity or any combinations thereof.
- d. Demonstrated ability to meet and deal with the general public, understand and apply various rules and maintain poise and self control under stress.
- e. Literate in English; to the extent of oral radio communications, reading and understanding printed regulations, detailed written orders, training instructions and material, and be able to compose reports which convey complete information.
- f. Trained and experienced in the requirements for security guards in the State of Hawaii. A copy of license shall be provided in offeror's proposal.
- g. In good health without physical defects or abnormalities which would interfere with the performance of corrective lenses and shall not have color or night blindness. Each shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at ten feet without benefit of artificial hearing devices. Physical fitness (including vision and hearing) shall be evidenced by report of medical examination, which is certified by a licensed physician within 12 months of the date for receipt of offers.

1.2.2 The Contractor shall designate a Site Manager who will be the primary representative of the Contractor. The Site Manager shall be responsible for supervision of guards and other employee(s) of the Contractor. The contractor shall perform background checks to ensure all personnel designated to work on this contract meet the qualification requirements specified below.

1.2.2.1 The Site Manager shall:

- a. Have the Contractor's full authority to act on matters pertaining to the performance of services required under the contract.
- b. Be assessable whenever security service is being performed on-site under the terms of the resulting contract.
- c. Ensure that all required reports, as specified herein, are submitted to the COR on time.
- d. Ensure that only qualified and approved guards (key personnel), report on time, are properly dressed and equipped, adequately informed and familiar with the terms of the contract statement of work and the NVSL/CVBL, and physically capable of standing watch and performing the services required of this contract.
- e. Ensure that guard(s) does not work longer than eight (8) hour shifts in any 24-hour period unless work periods are separated by an 8 hour non-duty period or employee receives authorization in advance by the COR.
- f. The Site Manager shall make unscheduled on-site visits to the site to monitor performance.
- g. Immediately follow up with the patrol guard(s) in the event of any emergency or if the guard does not communicate with the control center as specified. If there is no response by the patrol guard, the Site Manager shall contact the COR, and/or emergency contact names as provided by the COR

1.2.3. Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well being or operational mission of the National Wildlife Research Center.

1.2.3.1. Each contractor employee shall adhere to standards of competency, conduct, appearance and integrity that reflect credit to himself/herself, the Contractor and the Federal Government. The contractor shall be responsible for such disciplinary action with respect to the security guards as may be necessary. Since the security guard, in the eyes of the public, is representing the Government of the United States, a favorable image is a major requirement in the performance of this contract. The Contractor must secure in advance the approval of the contracting Officer before substituting key personnel, including guards.

1.2.3.2. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The contractor must require all employees, including supervisors, to wear distinctive uniform clothing for ready identification. The uniform must have the contractor's name easily identifiable, affixed thereon, in a permanent or semi-permanent manner such as a badge or monogram.

1.2.3.3. The Contractor shall ensure that every new employee has a contractor's identification before the employee enters on duty. Passes must be furnished by this agency by personnel designated by the COR. The contractor and the COR must sign each pass when issued. The contractor must ensure that all passes are returned to the COR as its employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date. The contractor must see that all employees carry their passes with them during duty hours and show them upon request.

1.2.3.4. The Contractor shall train contractor employees assigned to this contract on the protection of personnel and property, building entry and exit control procedures, fire prevention and safety indoctrination, first aid, and patrol methods. Contractor employees shall also be trained in self-defense tactics, responding to the scene of an accident or disturbance, telephone and radio communications plus crowd and vehicle control procedures.

1.2.3.5. The Contractor shall ensure all contractor employees are familiar with the statement of work and terms of the contract.

1.2.4. Security Requirements. If the contracting officer finds a prospective employee to be unsuitable for his or her assigned duties, the contractor must be advised immediately that such employee cannot continue to work or be assigned to work under the contract. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearance for employees.

1.3. QUALITY CONTROL

1.3.1. The contractor shall establish an annual quality control program to assure the requirements of the PRS are provided as specified. The program shall include a schedule for those requirements to be performed. Within five work days prior to the starting date of the contract, the contractor must submit a copy of its program to the OCR.

1.3.2. The inspection system shall cover all the services stated in the contract to include a checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections, the name(s) of the individual(s) who will perform the inspection, a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the government inspectors point out the deficiencies, and a file of all inspections conducted by the contractor and the corrective action taken. This documentation must be made available to the government during the term of the contract.

1.4. QUALITY ASSURANCE

1.4.1 The COR is William Pitt, Field Station Leader.

1.4.1 According to the Inspection/Acceptance provision of the contract (FAR 52.212-4 (a) incorporated by reference; see SF 1449), the government reserves the right to inspect any services tendered for acceptance. For those tasks listed on the PRS (Exhibit 1), the COR or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the contract manager or representative at the site to initial the observation. Initialing the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

1.4.2. Performance Evaluation Meetings. The contracting officer's representative may require the contract manager to meet with the contracting officer, contract administrator, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract file and must be signed by the contract manager and the contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such non-concurrence shall be provided in writing to the contracting officer within 14 calendar days following receipt of the minutes.

1.5. PHYSICAL SECURITY

1.5.1. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment, and material shall be secured.

1.5.2. Key Control. The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

1.5.2.1. The contractor shall immediately report to the COR or contracting officer any occurrences of lost or duplicated keys.

1.5.2.2. In the event keys, other than master keys, are lost or duplicated, the contractor may be required upon written direction of the contracting officer, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor.

1.5.2.3. The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. Opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work requirements in those areas is prohibited.

1.6. HOURS OF OPERATION

1.6.1. Normal Hours of Operation. Work shall be performed between the hours of 4:00 p.m. and 8:00 a.m. weekdays and 24-hours weekends and federal holidays.

1.6.2 Premium Time. Hours worked in addition to normal hours of operation will be considered premium time. Premium time hours can be billed as an additional 30% over the hourly bill rate.

SECTION 2 DEFINITIONS

2.1. GENERAL DEFINITIONS

2.1.1. Defective Service. A service output that does not meet the standard of performance requirement specified in the contract for that service.

2.1.2. Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary.

2.1.4. Performance Requirements Summary. A listing of the services under the contract that are to be evaluated by the COR on a regular basis, the performance requirements of the listed outputs, and surveillance methods to be used for these outputs.

2.1.5. Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, products and services conform to established technical requirements, and satisfactory performance is achieved.

2.1.6. Quality Control. Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

SECTION 3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. GENERAL INFORMATION

3.1.1 The government will provide the facilities, equipment, materials and services listed below.

3.1.1.1. Electrical power at existing outlets for the contractor to operate such equipment as is necessary in the conduct of its work.

3.1.1.2. One-time use cameras to document damage to buildings, fences, animals; suspicious persons or vehicles in and around the facility or those attempting to gain entrance.

3.1.1.3. Smoking is permitted in designated areas only. Smoking is not permitted while on patrol or inside any federal buildings. Cigarette butts must be disposed of in a fire proof container.

SECTION 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

- 4.1. The contractor must furnish all supplies, materials and equipment necessary for the performance of the work of this contract unless otherwise specified herein.
- 4.2. The Contractor shall provide protection for all personnel and property at the site from crimes of violence, theft, sabotage, trespassing and bio-terrorism. Guard service shall not interfere with work being performed by Government personnel or other contract personnel.
- 4.3. In cooperation with local authorities the Contractor shall establish procedures to deal with drug abuse, alcoholism, disturbed persons and other such situations.
- 4.4. Contractor will furnish guards with a portable communications instrument capable of communicating to and from the Contractor's communications/control center while walking patrol. The guard shall communicate to the communications/control center utilizing the portable communication system at the start of each shift and once per hour. The communications/control center shall log the call and provide a copy of the log if requested by the COR.
- 4.5. Should the Contractor choose to equip guards with personal security devices such as tasers, mace, pepper-spray or similar devices, the Contractor will inform the COR prior to distributing them to the guards.
- 4.6. The Contractor has *not provided vehicles* for use by the guards per the request of the COR. Guards are not to use personal vehicles to conduct patrols as outlined in Section 5.

SECTION 5 SPECIFIC TASKS

5.1. GENERAL INFORMATION

5.1.1. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform guard/security service, except as specified in Section 3 as government-furnished property and services, at the USDA/APHIS/WS National Wildlife Research Center, Amaulu Road, Hilo, Hawaii. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary)

5.2 FOOT PATROLS. The contractor will conduct foot patrols approximately every 60 minutes around the exterior perimeter of the facility. The contractor will examine fences for damage or penetration, check gates and locks for closure. The patrols will require passage through interior fences and gates. The contractor shall examine interior fences and gates for damage or penetration, check gates and locks for closure.

5.3. BUILDINGS, will be examined during patrols for intrusion or damage. If intrusion is in progress, immediate report will be made to the local authorities and then to the COR or alternate. Damage to buildings that places the security of the facility at risk should immediately be reported to the COR or alternate. Damage that does not jeopardize the security of the facility or animals, shall be reported to the COR or alternate at the start of the next business day.

5.4. ENTRY TO FACILITY, Contractor shall operate and enforce a strict system of identification to control entry into the complex and entry to and exit from various locations at the site by unauthorized persons. Guards shall wear picture identification at all times. Contractor will approach all employees and guests to determine the purpose of their entry to the facility. Occasionally, employees will be in the facility to conduct animal care duties and/or other duties on weekends and holidays. Employees will be allowed to have guests only by prior written approval of the COR or alternate. Exceptions, guests with the COR or alternate.

5.5. UNAUTHORIZED ATTEMPTS TO GAIN ENTRANCE, contractor will deny entrance to all persons not carrying a valid government picture identification (i.e.: driver's license, State, Federal, etc.) and who are not on the authorized employee list. Contractor is to attempt to determine the nature of the intruders business. Attempts to gain

entry by force will immediately be reported to the local authorities. Contractor is to observe and report to the local authorities any identifying features of the intruder(s) and/or vehicles they may be using. One-time use cameras have been provided for identification purposes as outlined in Section 3.

5.6. MINIMIZE RISKS, Contractor shall actively strive to minimize the risk of fire, explosion or similar incidents by promptly reporting the potentially hazardous conditions and items in need for repair to the COR.

5.7. EMERGENCY ACTION, Contractor shall react decisively to emergencies such as fire, bio-terrorism threats, explosion, personnel in need of immediate medical attention, and civil defense actions. Required performance in these situations includes notification of proper authorities, evacuation of personnel and guiding fire and/or rescue personnel to the scene. The Contractor shall provide assistance to personnel in need to aide involving incidents such as storms, hazardous road conditions, nuisance animals, damaged utilities, and other similar conditions. Guards on duty at the time of an emergency shall not leave their assigned responsibilities for such incidents until authorized to do so by the COR or other authorized program official.

5.8. SECURITY SYSTEM, contractor is to monitor security camera system when not on patrol. Contractor is to observe the integrity of the fences, buildings and animals while monitoring the system. (Security camera system to be installed at a later date)

SECTION 6 GOVERNMENT ASSURANCE

6.1. Contractor performance will be monitored to determine if it meets the contract standards through periodic unscheduled inspection of the animal facility and federal employee feedback.

6.1.1 Because of the sensitive nature of the work performed at the Invasive Species Research Station, COR reserves the right to request suspension of any contractor's employee suspected of involvement with animal rights activities until such time as the suspicions are proved true or false. If true, the contractor's employee will be terminated from any further duty at the NWRC- Invasive Species Research Station.

6.2. PERFORMANCE EVALUATION. Performance of the security service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement is not met, as defined by Attachment B, the contracting officer will issue a Contract Discrepancy Report (CDR) to the contractor. The contractor shall respond to the CDR and return it to the contracting officer within seven calendar days of receipt.

The contractor will be required to re-perform all deficient work if reasonably practicable. If the contractor fails to re-perform the work, deductions from the amounts due under the contract may be made in accordance with Attachment C, as described below.

SECTION 7 EVALUATION CRITERIA

7.1. The government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the government, technical quality and cost of price and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- Past performance
- Establish record in providing security services, minimum time in business of 5 years
- Documented training and proficiency in response, preliminary investigation and report writing
- Location of security company to Invasive Species Research Station, Hilo, Hawaii
- Knowledge of duties in the event of fire, explosion, natural disasters, civil disturbance, bomb threats, and hazardous material leaks

- Familiarity with threats posed by animal rights organizations
- Basic knowledge of bombs and explosives
- Basic knowledge of fire fighting techniques
- Price
- Emergency medical training

Offeror's proposal shall contain **(this by no means constitutes all proposal materials to be sent in with proposal, refer to PWS to assure proper proposal content compliance):**

- All required documentation and certifications, as state in this Performance Work Statement
- Resumes of proposed contractor's employees. Resumes must include proof of background checks, verified references, and drug tests
- Copies of proposed contractor's employees job history and security license

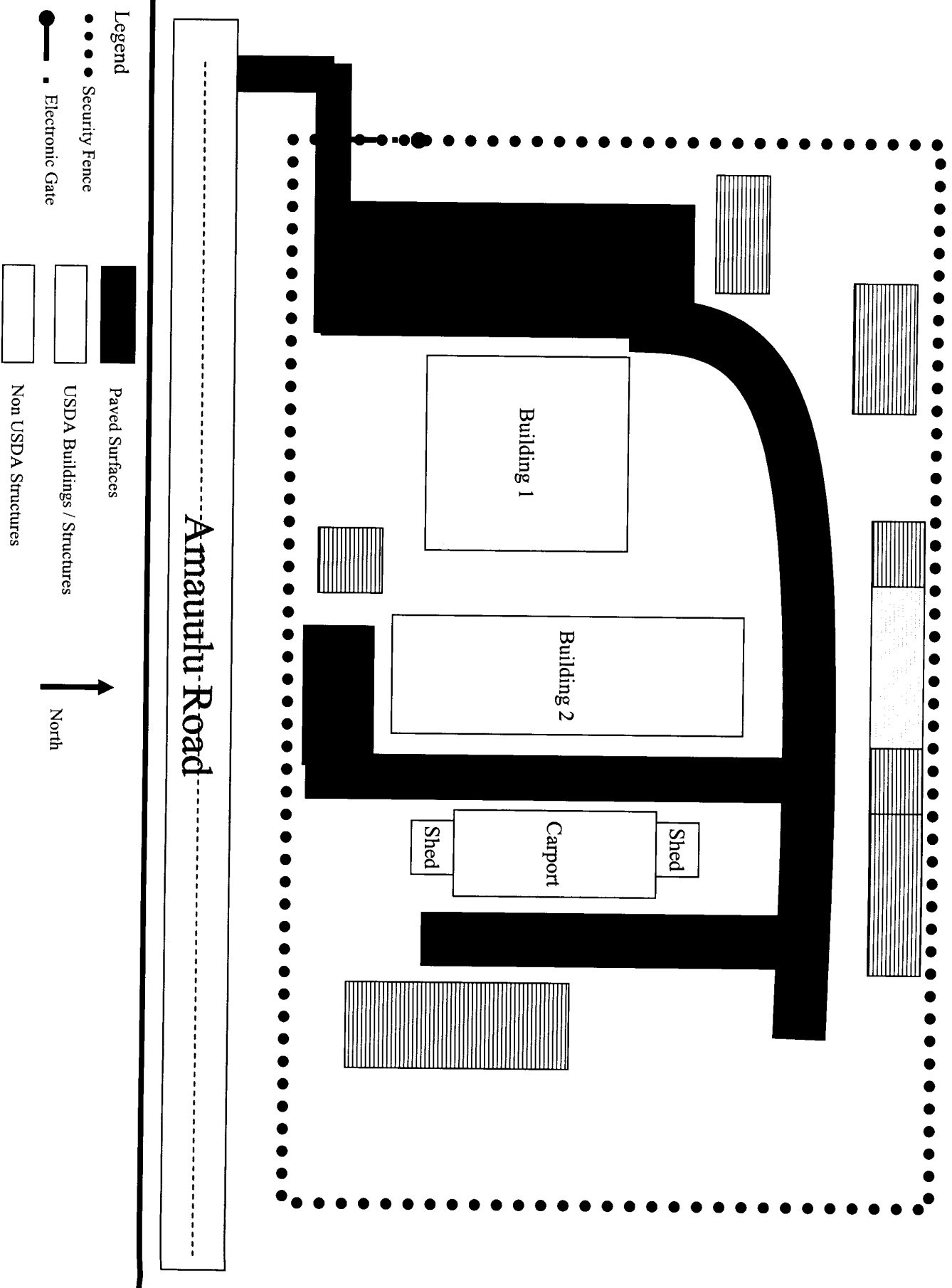


Exhibit 1
Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY				
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE	METHOD OF SURVEILLANCE	DEDUCTION
Perimeter Patrols (paragraph 5.2)	Every 60 minutes	1,2	Random Checks Employee Complaint	See Exhibit 2
Buildings (paragraph 5.3)	On each patrol, check to intrusion and damage	1,2	Random Checks Employee Complaint	See Exhibit 2
Entry to Facility (paragraph 5.4)	As Necessary	2	Random Checks Employee Complaint	See Exhibit 2
Forced Entry (paragraph 5.5)	As Necessary	2	Random Checks Employee Complaint Report from Local Authorities	See Exhibit 2
Monitor Security System (paragraph 5.6)	Regular checks between patrols	0	Random Checks Employee Complaint	See Exhibit 2

MAXIMUM ERROR RATES

0 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR)

1 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, deduction from monthly billing will be made in accordance with Attachment C.

2 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, COR will move for termination of contractor's employee creating the deficiency.

3 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If the contractor fails to correct deficiency, COR will move for cancellation of contract.

Exhibit 2
Guard/Security Service Deduction Table

FOOT PATROLS	Deduction
Check perimeter fences for signs of intrusion, closed gates; check interior fences for sign of intrusion, closed gates	\$200.00
BUILDINGS	\$200.00
Check for intrusion, damage	
ENTRY TO FACILITY	\$100.00
Screen	
FORCED ENTRY TO FACILITY	\$500.00
Attempt to stop forced entry	
MONITOR SECURITY SYSTEM	\$200.00
Observe fences, buildings	

- (1) DEDUCTIONS FOR FAILURE TO CONDUCT FOOT PATROLS. Any omitted patrols during a shift will constitute forfeiture of payment in the amount of \$200.00.
- (2) DEDUCTIONS FOR FAILURE TO REPORT DAMAGE TO FENCES OR BUILDINGS. Failure to report damage during a shift will constitute forfeiture of payment in the amount of \$200.00. Damage noted that comprises security of the animals or buildings will be immediately reported to the COR or alternate. All other damage will be reported at the start of the next business day.
- (3) DEDUCTIONS FOR FAILURE TO SCREEN THE ENTRY AND EXIT OF EMPLOYEES AND GUESTS. Forfeiture of payment in the amount of \$100.00.
- (4) DEDUCTIONS FOR FAILURE TO ATTEMPT TO STOP A FORCED ENTRY. Forfeiture of payment in the amount of \$500.00.
- (5) DEDUCTIONS FOR FAILURE TO MONITOR SECURITY SYSTEM. Forfeiture of payment in the amount of \$200.00.

Exhibit 3
ADDENDUM TO FAR 52.212-4

FAR 52.212-4 (a) Inspection/Acceptance

1. For completed services, the contractor shall be paid the percentage of the contract line item price on a monthly basis minus any deductions determined in accordance with this clause. The contractor will be paid in arrears on a monthly basis.
2. Perimeter Patrol. In instances where perimeter patrols have not been satisfactorily performed as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 2 of this Attachment).
3. Other Tasks. If the contractor fails to perform satisfactorily in accordance with the PWS, deductions from amount due may be made as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 2 of this Attachment).

ADDENDA 2B

LOT 2: Millville, Utah: Guard Services

PERFORMANCE WORK STATEMENT

SECTION I GENERAL INFORMATION

1.1. SCOPE OF WORK. The contractor shall provide all personnel, supervision and other items and services necessary to perform guard/security service in the Performance Work Statement (PWS), except as specified in Section 3 as government-furnished property and services at the USDA/APHIS/WS National Wildlife Research Center, Logan Field Station, Millville Research Site, 600 East 4200 South Cache County, Millville, Utah. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary) The estimated quantities of work are listed in Section 1.6 and Exhibit 2, Workload Estimates.

1.2. CONTRACTING PERSONNEL

1.2.1. Contract Manager. The contractor shall provide a qualified and capable contract manager who shall be responsible for the performance of the work. The name, address and telephone number of this person and an alternate or alternates who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer five work days before the contract start date.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contracted matters relating to the daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal duty hours within 60 minutes by telephone to discuss problem areas. After normal duty hours, the manager or alternate shall be available within 2 hours by telephone.

1.2.1.3. The contract manager and alternate or alternates must be able to read, write, speak, and understand English.

1.2.1.4. Ensure that guard(s) does not work longer than eight (8) hour shifts in any 24-hour period unless work periods are separated by an 8 hour non-duty period or employee receives authorization in advance by the COR.

1.2.2. Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well being or operational mission of the National Wildlife Research Center. Key personnel, including guards must meet the following minimum qualification requirements:

a. In compliance with (have no violations of) labor and immigration laws of the United States of America. The offeror shall not employ or subcontract undocumented workers.

b. Never convicted, or forfeited collateral for any felony violation. Generally, a felony is defined as any violation of law punishable by imprisonment of longer than one year, except for violations called misdemeanors under State law which are punishable by imprisonment of two years or less.

c. Four (4) years of high school or have served for four (4) years, on a full-time basis, in a security force capacity or any combination thereof.

d. Ensure that guards have training, background, and experience in law enforcement or police work.

e. Demonstrated ability to meet and deal with the general public, understand and apply various rules and regulations, and maintain poise and self-control under stress.

f. Literate in English; to the extent of oral radio communications, reading and understanding printed regulations, detailed written orders, training instructions and material, and be able to compose reports which convey complete information.

g. Trained and experienced in Utah local law enforcement and in the requirements for security guards in the State of Utah. Guards shall have a current permit issued by the State of Utah to carry weapons. A copy of the license shall be provided in the offeror's proposal.

h. In good health without physical defects of abnormalities which would interfere with the performance of duties. Each employee shall be free of communicable disease, shall possess 20/20 vision with/without corrective lenses and shall not have color or night blindness. Each shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at 10 feet without benefit of artificial hearing devices. Physical fitness (including vision and hearing) shall be evidenced by report of medical examination, which is certified by a licensed Physician within 12 months of the date for receipt of offers.

1.2.2.1. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The contractor must require all employees, including supervisors, to wear distinctive uniform clothing for ready identification. The uniform must have the contractor's name easily identifiable, affixed thereon, in a permanent or semi-permanent manner such as a badge or monogram.

1.2.2.2. The contractor shall furnish all personnel, supervision, supplies or services normally furnished in the performance of guard/security service in the State of Utah. Guard/security service shall provide protection for all personnel and property at the site from crimes of violence, theft, sabotage, trespassing and bio-terrorism. Guard service shall not interfere with work being performed by Government personnel or other contract personnel. In cooperation with local authorities the Contractor shall establish procedures to deal with drug abuse, disturbed persons and other such situations.

1.2.2.3. The contractor shall ensure that guards shall carry a portable communications instrument capable of communication to and from local emergency response centers or to emergency response numbers.

1.2.2.4. The Contractor shall actively strive to minimize the risk of fire, explosion or similar incidents by promptly reporting the potentially hazardous conditions and items in need of repair to the COR. The guard shall react decisively to emergencies such as fire, bio-terrorism threats, explosion, personnel in need of immediate medical attention, and civil defense actions. Required performance in these situations includes notification of proper authorities, evacuation of personnel and guiding fire and/or rescue personnel to the scene. The guard shall provide assistance to personnel in need of aid involving incidents such as storms, hazardous road conditions, nuisance animals, damaged utilities, and other similar conditions. Guards on duty at the time of an emergency shall not leave their assigned responsibilities for such incidents until authorized to do so by the COR or other authorized program officials.

1.2.2.5 The Contractor shall train personnel assigned to this contract on the personnel and property, building entry and exit control procedures, fire prevention and safety indoctrination, first aid, patrol methods and fundamental legal rules and practices governing search and seizure. Guards shall also be trained in self-defense tactics, responding to the scene of an accident or disturbance, telephone and radio communications, plus crowd and vehicle control procedures. The Contractor shall ensure that all personnel are familiar with the statement of work and terms of the contract.

1.2.3. Security Requirements. If the contracting officer finds a prospective employee to be unsuitable for his or her assigned duties, the contractor must be advised immediately that such employee cannot continue to work or be assigned to work under the contract. The government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearance for employees.

1.2.3.1. Licensing Requirements. The State of Utah requires all companies in the security guard business to be licensed to perform armed guard/security services in the State of Utah. Offerors shall include a copy of their license

with their proposal. State law enforcement officers are exempt from State of Utah licensing requirements for security services. Failure to submit and include evidence of a valid license for the State of Utah will render the proposal nonresponsive and ineligible for award.

1.3. QUALITY CONTROL

1.3.1. The contractor shall establish an annual quality control program to assure the requirements of the PRS are provided as specified. The program shall include a schedule for those requirements to be performed. Within 5 work days prior to the starting date of the contract, the contractor must submit a copy of its program to the COR.

1.3.2. The inspection system must cover all the services stated in the contract to include a checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections, the name(s) of the individual(s) who will perform the inspection, a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the government inspectors point out the deficiencies, and a file of all inspections conducted by the contractor and the corrective action taken. This documentation must be made available to the government during the term of the contract.

1.4. QUALITY ASSURANCE

1.4.1 The COR is Doris E. Zemlicka, Facilities Manager.

1.4.1 According to the Inspection/Acceptance provision of the contract (FAR 52.212-4 (a) incorporated by reference; see SF 1449), the government reserves the right to inspect any services tendered for acceptance. For those tasks listed on the PRS (Exhibit 1), the COR or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the contract manager or representative at the site to initial the observation. Initialing the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

1.4.2. Performance Evaluation Meetings. The COR may require the contract manager to meet with the contracting officer, contract administrator, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract file and must be signed by the contract manager and the contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such non-concurrence shall be provided in writing to the contracting officer within 14 calendar days following receipt of the minutes.

1.5. PHYSICAL SECURITY

1.5.1. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment, and material shall be secured.

1.5.2. Key Control. The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

1.5.2.1. The contractor shall immediately report to the COR or contracting officer any occurrences of lost or duplicated keys.

1.5.2.2. In the event keys, other than master keys, are lost or duplicated, the contractor may be required upon written direction of the contracting officer, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor.

1.5.2.3. The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. Opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work requirements in those areas is prohibited.

1.6. HOURS OF OPERATION

1.6.1. Normal Hours of Operation. Work shall be performed between the hours of 6:00 p.m. and 6:00 a.m. on weekdays and 24-hours per day on weekends and federal holidays.

SECTION 2 DEFINITIONS

2.1. GENERAL DEFINITIONS

2.1.1. Defective Service. A service output that does not meet the standard of performance requirement specified in the contract for that service.

2.1.2. Performance Requirement. That which divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary.

2.1.4. Performance Requirements Summary. A listing of the services under the contract that are to be evaluated by the COR on a regular basis, the performance requirements of the listed outputs, and surveillance methods to be used for these outputs.

2.1.5. Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, products and services conform to established technical requirements, and satisfactory performance is achieved.

2.1.6. Quality Control. Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

SECTION 3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. GENERAL INFORMATION

3.1.1 The government will provide the facilities, equipment, materials and services listed below.

3.1.1.1. Electrical power at existing outlets for the contractor to operate such equipment as is necessary in the conduct of its work.

3.1.1.2. Space within the administrative and research support buildings commensurate with the contractor's personnel complement and operational requirements. This space and equipment must be kept neat and clean and returned to the government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

3.1.1.3. Space within the administrative and research support buildings for the storage of supplies and equipment that will be used in the performance of work under the contract. The contractor must maintain this space in a neat and orderly condition. The government will not be responsible for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.

3.1.1.4. Space within the administrative and research support buildings and desk and furnishings (to include telephone for restricted use) for a contractor to be used for official business only in the performance of this contract. Telephones

supplied by the government are to be used for emergency communications only. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees.

3.1.1.5. One-time use cameras to document damage to buildings, fences, animals; suspicious persons or vehicles in and around the facility or those attempting to gain entrance.

3.1.1.6. Space within the primary room of the administrative and research support buildings (lunch room) for eating meals or breaks. This space and equipment must be kept neat and clean.

3.1.1.7. Smoking is permitted in designated areas only. Smoking is not permitted while on patrol or inside any federal buildings. Cigarette butts must be disposed of in a fire-proof container.

SECTION 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1. The contractor must furnish all supplies, materials and equipment necessary for the performance of the work of this contract unless otherwise specified herein.

SECTION 5 SPECIFIC TASKS

5.1. GENERAL INFORMATION

5.1.1. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform guard/security service, except as specified in Section 3 as government-furnished property and services, at the USDA/APHIS/WS National Wildlife Research Center, Logan Field Station, Millville Research Site, 600 East 4200 South Cache County, Millville, Utah. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary)

5.2 ROAD PATROLS. The contractor will conduct road patrols approximately every 60 minutes around the exterior perimeter of the facility except when snowstorm conditions (snow accumulation) prohibit driving and when study observations of animals are in progress. The contractor will examine fences for damage or penetration, check gates and locks for closure. The patrols will require passage through interior fences and gates. The contractor shall examine interior fences and gates for damage or penetration, check gates and locks for closure.

5.3. BUILDINGS, will be examined during patrols for intrusion or damage. If intrusion is in progress, immediate report will be made to the local authorities and then to the COR or alternate. Damage to buildings that places the security of the facility or animals at risk should immediately be reported to the COR or alternate. Damage that does not jeopardize the security of the facility or animals, shall be reported to the COR or alternate at the start of the next business day.

5.4. ANIMALS, contractor will observe pen and kennel areas during patrols for possible escape from pens or kennels. Escaped animals should be immediately reported to the COR or alternate. Any animals observed with obvious signs of injury such as broken legs or severe trauma should also be immediately reported to the COR or alternate. Abuse of the animals will not be tolerated under any circumstance and if such is found, contractor is subject to immediate cancellation of the contract. Animals observed with non-life threatening injury or illness shall be reported to the COR or alternate at the start of the next business day.

5.5. ENTRY TO FACILITY, contractor will approach all employees and guests to determine the purpose of their entry to the facility. Employees and/or authorized after-hours people, provided on a list by the COR, will be in the facility to conduct animal care duties, research related activities, or other work related activities after-hours, on weekends, and on holidays. Employees will be allowed to have guests only by prior written approval of the COR or alternate. Written

approval for guests will be delivered to the contractor prior to after-hours, weekends, and holidays. House occupants will be allowed to have guests by providing the contractor (guard on duty) with the names of the visitors either verbally or in writing. Exception, guests with the COR or Field Station Leader. Alternates will not be accepted.

5.6. UNAUTHORIZED ATTEMPTS TO GAIN ENTRANCE, contractor will deny entrance to all persons not listed on the current list of authorized after-hours people provided by the COR, to people who do not receive authorization after telephone communication with the COR, and to house occupant visitors who have not had their names provided to the contractor. Contractor is to attempt to determine the nature of the intruders business. Attempts to gain entry by force will immediately be reported to the local authorities. Contractor is to observe and report to the local authorities any identifying features of the intruder(s) and/or vehicles they may be using. One-time use cameras have been provided for identification purposes.

5.7. SECURITY SYSTEM, contractor is to monitor security camera system when not on patrol. Contractor is to observe the integrity of the fences, buildings and animals while monitoring the system (Security camera system to be installed later in FY2003.)

SECTION 6 GOVERNMENT ASSURANCE

6.1. Contractor performance will be monitored to determine if it meets the contract standards through periodic unscheduled inspection of the animal facility and federal employee feedback.

6.2. PERFORMANCE EVALUATION. Performance of the security service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement is not met, as defined by Attachment B, the contracting officer will issue a Contract Discrepancy Report (CDR) to the contractor. The contractor shall respond to the CDR and return it to the contracting officer within 7 calendar days of receipt.

The contractor will be required to re-perform all deficient work if reasonably practicable. If the contractor fails to re-perform the work, deductions from the amounts due under the contract may be made in accordance with Exhibit 3, as described below.

SECTION 7 EVALUATION CRITERIA

7.1. The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government, technical quality and cost or price and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- Law Enforcement Training
- Local (county) Law Enforcement Experience
- Familiarity with threats posed by animal rights activists / Past History
- Familiarity with surveillance, patrol techniques and procedures, and report writing / Past Performance
- Experience in legal apprehension; including proper methods of search of personnel, containers, and protection of evidence / Past Performance
- Proficient in emergency medical assistance
- Familiarity with different types of bombs and explosives
- Firearms training
- Price

The USDA will make award to the offeror whose offer conforms to solicitation requirements and represents the "best value" to the USDA based on technical quality, cost or price, and other price related factors. The combined weight of technical factors and past performance are more important than price. Therefore, award may be made to other than the lowest priced, responsible offeror.

***Note to offerors:**

Offeror shall submit a list of three prior federal contracts, total dollar amounts, contact name, agency, address, telephone number, email, fax and a brief description of the project performed. If offeror has no prior federal experience, then he shall send aforementioned references of contracts held, in the following order, state then local.

***Offeror's proposal shall contain the following but this by no means will constitute all requirements. Look to Performance Work Statement for other possible required materials.**

1. Resume for each guard.
2. Proof of State License
(Note: State law enforcement officers are exempt from State of Utah license requirements for security services.)
3. For each guard, proof of current permit by the State of Utah to carry weapons.
4. Local law enforcement experience of each guard.

Exhibit 1
Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY				
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE	METHOD OF SURVEILLANCE	DEDUCTION
Forced Entry (paragraph 5.6)	As Necessary	2,3	Random Checks Employee Complaint Report from Local Authorities	See Exhibit 3
Entry to Facility (paragraph 5.5)	As Necessary	2	Random Checks Employee Complaint	See Exhibit 3
Road Patrols (paragraph 5.2)	Every 60 minutes	1, 2	Random Checks Employee Complaint	See Exhibit 3
Buildings (paragraph 5.3)	On each patrol, check for intrusion and damage	1, 2	Random Checks Employee Complaint	See Exhibit 3
Animals (paragraph 5.4)	Observe for escape	1	Random Checks Employee Complaint	See Exhibit 3
Monitor Security System (paragraph 5.7)	Regular checks between patrols	0	Random Checks Employee Complaint	See Exhibit 3

MAXIMUM ERROR RATES

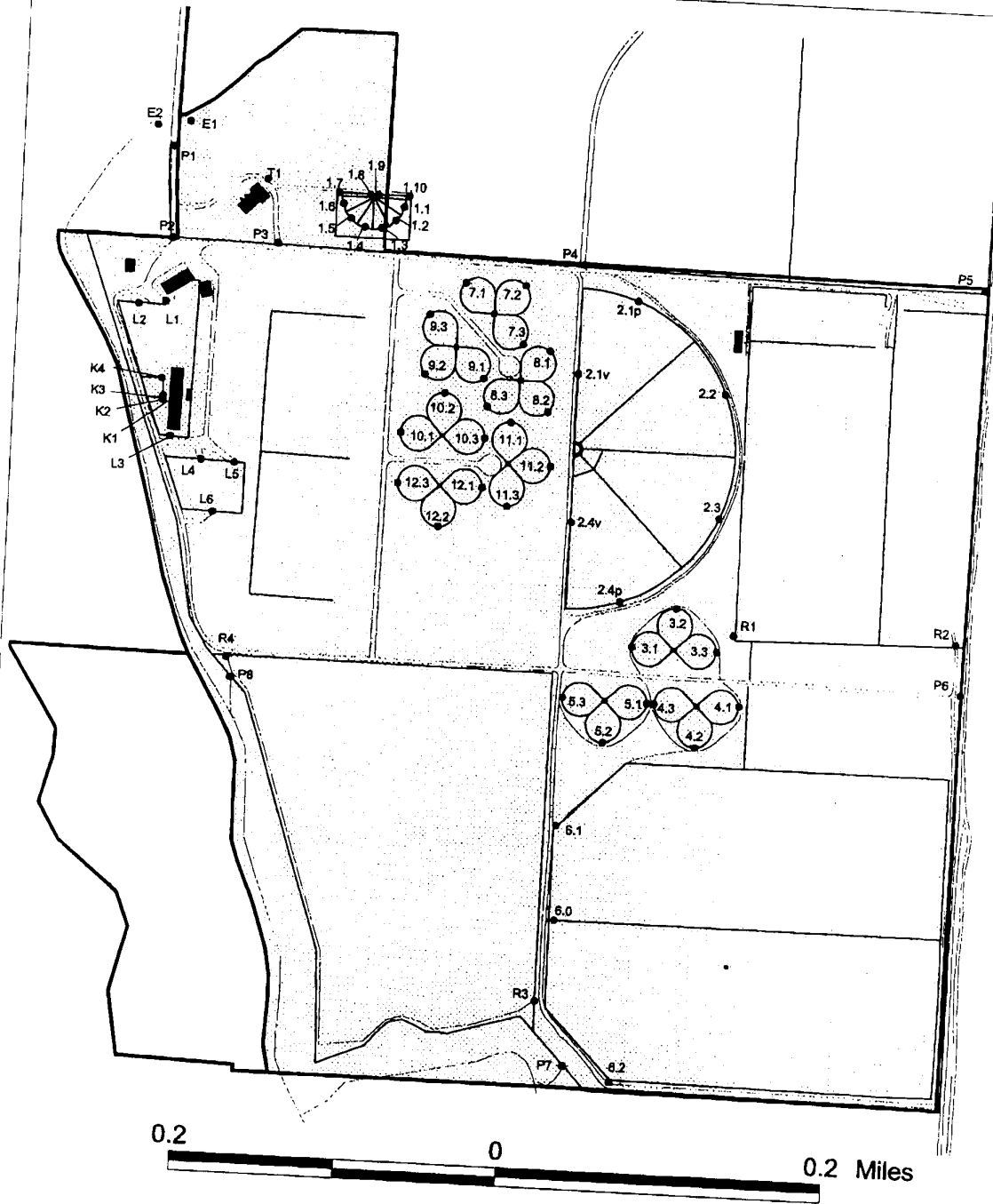
0 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR)

1 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, deduction from monthly billing will be made in accordance with Attachment C.

2 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, COR will move for termination of the contractor's employee creating the deficiency.

3 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, COR will move for cancellation of contract.

Map 2 - Fencing APHIS Research Facility



Gates
• Interior
• Perimeter

Boundary
 APHIS Research Facility
 College of Natural Resources



Fences
 Roads

Structures
 Aphis Property



Map Produced 30 July 2001
by Pamela Pratt



Exhibit 2

Animal Facility Information

A. Animal Facility Data:

Location:	600 East 4200 South Cache County, Millville, Utah 84326 (435) 245-6091
Acreage:	Approximately 150 acres
Number of animal observation buildings:	12
Number of animal pens:	33
Number of kennel buildings:	2
Number of animal kennels:	80
Official working hours of federal employees and students:	6:00 am to 6:00 pm After-hours times vary. Saturdays, Sundays and Federal holidays, approximately 6-8 hours per day for animal care. Animal care hours are determined by technician or students assigned to animal care. Other employees after-hours, Saturdays, Sundays, and Federal holidays hours varies according to research projects, maintenance work, and work load.

B. Building Statistics:

Number of office and support buildings:	2
Number of houses:	1
Number of other building structures:	1

Exhibit 3
Guard/Security Service Deduction Table

	Deduction
FORCED ENTRY TO FACILITY	
Attempt to stop forced entry	\$ 500.00
ENTRY TO FACILITY	
Screen	\$ 100.00
ROAD PATROLS	
Check perimeter fences for signs of intrusion, closed gates. Check interior fences for signs of intrusion, closed gates.	\$ 200.00
BUILDINGS	
Check for intrusion, damage.	\$ 200.00
ANIMALS	
Check fences for signs of intrusion. Report escaped animals.	\$ 200.00
MONITOR SECURITY SYSTEM	
Observe fences, buildings, and animals.	\$ 200.00

- (1) DEDUCTIONS FOR FAILURE TO ATTEMPT TO STOP FORCED ENTRY OR INFORM PROPER AUTHORITIES. Forfeiture of payment in the amount of \$500.00.
- (2) DEDUCTIONS FOR FAILURE TO SCREEN THE ENTRY AND EXIT OF EMPLOYEES AND GUESTS. Forfeiture of payment in the amount of \$100.00.
- (3) DEDUCTIONS FOR FAILURE TO CONDUCT ROAD PATROLS. Any omitted patrols during a shift will constitute forfeiture of payment in the amount of \$200.00.
- (4) DEDUCTIONS FOR FAILURE TO REPORT DAMAGE TO BUILDINGS. Failure to report damage during a shift will constitute forfeiture of payment in the amount of \$200.00. Damage noted that comprises security of the animals or buildings will be immediately reported to the COR or alternate. All other damage will be reported at the start of the next business day.
- (5) DEDUCTIONS FOR FAILURE TO REPORT ESCAPED ANIMALS. Forfeiture of payment in the amount of \$200.00.
- (6) DEDUCTIONS FOR FAILURE TO MONITOR SECURITY SYSTEM CAMERAS. Forfeiture of payment in the amount of \$200.00.

Exhibit 4
ADDENDUM TO FAR 52.212-4

FAR 52.212-4 (a) Inspection/Acceptance

1. For completed services, the contractor shall be paid the percentage of the contract line item price on a monthly basis minus any deductions determined in accordance with this clause. The contractor will be paid in arrears on a monthly basis.
2. Road Patrol. In instances where road patrols have not been satisfactorily performed as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 3 of this Attachment).
3. Animals. In instances where escaped animals have not be satisfactorily reported as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 3 of this Attachment).
4. Other Tasks. If the contractor fails to perform satisfactorily in accordance with the PWS, deductions from amount due may be made as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 3 of this Attachment).

ADDENDA 2C

LOT 3: Olympia, Washington: Guard Services

PERFORMANCE WORK STATEMENT

SECTION I GENERAL INFORMATION

1.1. SCOPE OF WORK. The contractor shall provide all personnel, supervision and other items and services necessary to perform security service in the Performance Work Statement (PWS), except as specified in Section 3 as government-furnished property and services at the USDA/APHIS/WS National Wildlife Research Center, 9403 Jones Road SW, Olympia, Washington. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary)

1.2 CONTRACTING PERSONNEL

1.2.1. Contract Manager. The contractor shall provide a qualified and capable contract manager who shall be responsible for the performance of the work. The name, address and telephone numbers of this person and an alternate or alternates who shall act for the contractor when the manager is absent, shall be designated in writing to the contracting officer five work days before the contract start date.

1.2.1.1. The contract manager or alternate shall have full authority to act for the contractor on all contracted matters relating to the daily operation of this contract.

1.2.1.2. The contract manager or alternate shall be available during normal duty hours within 60 minutes by telephone to discuss problem areas. After normal duty hours, the manager or alternate shall be available within 2 hours by telephone.

1.2.1.3. The contract manager and alternate, key personnel, including guards must meet the following minimum qualification requirements:

- a. In compliance with (have no violations of) labor and immigration laws of the United States of America. The contractor shall not employ or subcontract undocumented workers.
- b. Never convicted, or forfeited collateral for any felony violation. Generally, a felony is defined as any violation of law punishable by imprisonment of longer than one year, except for violations called misdemeanors under State law which are punishable by imprisonment of two years or less.
- c. Have a high school diploma or have served for four (4) years, on a full-time basis, in a security force capacity or any combination thereof.
- d. Demonstrated ability to meet and deal with the general public, understand and apply various rules and regulations, and maintain poise and self control under stress.
- e. Literate in English; to the extent of oral radio communications, reading and understanding printed regulations, detailed written orders, training instructions and material, and be able to compose reports which convey complete information.
- f. Trained and experienced in the requirements for security guards in the State of Washington. A copy of license shall be provided in offeror's proposal.
- g. In good health, without physical defects or abnormalities which would interfere with the performance of duties. Each employee shall be free of communicable disease, shall possess 20/20 vision with/without corrective lenses and shall not have color or night blindness. Each shall be capable of hearing ordinary conversation at 20 feet and whispered conversation at ten feet without benefit of artificial hearing devices. Physical fitness (including vision and hearing) shall be evidenced by report of medical examination, which is certified by a licensed physician within 12 months of the date for receipt of offers.

1.2.2. The Contractor shall designate a Site Manager who will be the primary representative of the Contractor. The Site Manager shall be responsible for supervision of guards and other employee(s) of the Contractor. The Contractor shall

perform background checks to ensure all personnel designated to work on this contract meet the qualification requirements specified below.

1.2.2.1. The site manager shall:

- a. Have the Contractor's full authority to act on matters pertaining to the performance of services required under the contract.
- b. Be assessable whenever security service is being performed on-site under the terms of the resulting contract.
- c. Ensure that all required reports, as specified herein, are submitted to the COR on time.
- d. Ensure that only qualified and approved guards (key personnel), report on time, are properly dressed and equipped, adequately informed and familiar with the terms of the contract statement of work and the NVSL/CVBL, and physically capable of standing watch and performing the services required of this contract.
- e. Ensure that guard(s) does not work longer than eight (8) hour shifts in any 24-hour period unless work periods are separated by an 8 hour non-duty period or employee receives authorization in advance by the COR.
- f. The Site Manager shall make unscheduled on-site visits to the site to monitor performance.
- g. Immediately follow up with the patrol guard(s) in the event of any emergency or if the guard does not communicate with the control center as specified. If there is no response by the patrol guard, the Site Manager shall contact the COR, and/or emergency contact names as provided by the COR.

1.2.3. Contractor Employees. The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well being or operational mission of the National Wildlife Research Center.

1.2.3.1. Each contractor employee shall adhere to standards of competency, conduct, appearance and integrity that reflect credit to himself/herself, the Contractor and the Federal Government. The Contractor shall be responsible for such disciplinary action with respect to the security guards as may be necessary. Since the security guard, in the eyes of the public, is representing the Government of the United States, a favorable image is a major requirement in the performance of this contract. The Contractor must secure in advance the approval of the Contracting Officer before substituting key personnel, including guards.

1.2.3.2. Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. The contractor must require all employees, including supervisors, to wear distinctive uniform clothing for ready identification. The uniform must have the contractor's name easily identifiable, affixed thereon, in a permanent or semi-permanent manner such as a badge or monogram.

1.2.3.3. The contractor must ensure that every new employee has a contractor's identification before the employee enters on duty. The contractor and the COR must sign each pass when issued. The contractor must ensure that all passes are returned to the COR as its employees are dismissed or terminated, and when the contract expires. All passes must contain an expiration date. The contractor must see that all employees carry their passes with them during duty hours and show them upon request.

1.2.3.4. The Contractor shall train contractor employees assigned to this contract on the protection of personnel and property, building entry and exit control procedures, fire prevention and safety indoctrination, first aid, and patrol methods. Contractor employees shall also be trained in self-defense tactics, responding to the scene of an accident or disturbance, telephone and radio communications plus crowd and vehicle control procedures.

1.2.3.5. The Contractor shall ensure all contractor employees are familiar with the statement of work and terms of the contract.

1.2.4. Security Requirements. If the contracting officer finds a prospective employee to be unsuitable for his or her assigned duties, the contractor must be advised immediately that such employee cannot continue to work or be assigned to work under the contract. The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating clearance for employees.

1.3. QUALITY CONTROL

1.3.1. The contractor shall establish an annual quality control program to assure the requirements of the Performance Requirement Summary (PRS) are provided as specified. The program shall include a schedule for those requirements to be performed. Within five work days prior to the starting date of the contract, the contractor must submit a copy of its program to the COR.

1.3.2. The inspection system must cover all the services stated in the contract to include a checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections, the name(s) of the individual(s) who will perform the inspection, a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the government inspectors point out the deficiencies, and a file of all inspections conducted by the contractor and the corrective action taken. This documentation must be made available to the government during the term of the contract.

1.4. QUALITY ASSURANCE

1.4.1 The COR is Dale L. Nolte, Field Station Leader.

1.4.1 According to the Inspection/Acceptance provision of the contract (FAR 52.212-4 (a) incorporated by reference; see SF 1449), the government reserves the right to inspect any services tendered for acceptance. For those tasks listed on the PRS (Exhibit 1), the COR or evaluators will follow the methods of surveillance specified in this contract. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the contract manager or representative at the site to initial the observation. Initialing the observation does not necessarily constitute concurrence with the observation, only acknowledgment that he or she has been made aware of the defective performance. Any action taken by the contracting officer as a result of surveillance will be in accordance with the terms of this contract.

1.4.2. Performance Evaluation Meetings. The contracting officer's representative may require the contract manager to meet by teleconference with the contracting officer, contract administrator, and other government personnel as deemed necessary. The contractor may request a meeting with the contracting officer when he or she believes such a meeting is necessary. Written minutes of any such meetings shall be recorded in the contract file and must be signed by the contract manager and the contracting officer or contract administrator. If the contractor does not concur with any portion of the minutes, such non-concurrence shall be provided in writing to the contracting officer within 14 calendar days following receipt of the minutes.

1.5. PHYSICAL SECURITY

1.5.1. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of each work period, all government facilities, equipment, and material shall be secured.

1.5.2. Key Control. The contractor shall establish and implement methods of making sure all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. The contractor shall not duplicate any keys issued by the government.

1.5.2.1. The contractor shall immediately report to the COR or contracting officer any occurrences of lost or duplicated keys.

1.5.2.2. In the event keys, other than master keys, are lost or duplicated, the contractor may be required upon written direction of the contracting officer, to re-key or replace the affected lock or locks without cost to the government. The government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the contractor.

1.5.2.3. The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. Opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in performance of contract work requirements in those areas is prohibited.

1.6. HOURS OF OPERATION

1.6.1. Normal Hours of Operation. Work must be performed between the hours of 4:00 p.m. and 8:00 a.m. weekdays (16 hours per weekday) and 24 hours on weekends and federal holidays.

1.6.2. Premium Time. Hours worked in addition to normal hours of operation will be considered premium time. Premium time hours can be billed as an additional 30% over the hourly bill rate.

SECTION 2 DEFINITIONS

2.1. GENERAL DEFINITIONS

2.1.1. Defective Service. A service output that does not meet the standard of performance requirement specified in the contract for that service.

2.1.2. Performance Requirement. The point that divides acceptable and unacceptable performance of a task according to the Performance Requirement Summary.

2.1.3. Performance Requirements Summary. A listing of the services under the contract that are to be evaluated by the COR on a regular basis, the performance requirements of the listed outputs, and surveillance methods to be used for these outputs.

2.1.4. Quality Assurance. A planned and systematic pattern of all government actions necessary to provide confidence that adequate technical requirements are established, products and services conform to established technical requirements, and satisfactory performance is achieved.

2.1.5. Quality Control. Those actions taken by a contractor to control the production of outputs to ensure that they conform to the contract requirements.

SECTION 3 GOVERNMENT FURNISHED PROPERTY AND SERVICES

3.1. GENERAL INFORMATION

3.1.1 The government will provide the facilities, equipment, materials and services listed below.

3.1.1.1. Electrical power at existing outlets for the contractor to operate such equipment as is necessary in the conduct of its work.

3.1.1.2. Space within the second room of the research support and storage building commensurate with the contractor's personnel complement and operational requirements. This space and equipment must be kept neat and clean and returned to the government at the expiration of the contract in reasonably the same condition as at the time of entering into the contract.

3.1.1.3. Space in the second room of the research support and storage building for the storage of supplies and equipment that will be used in the performance of work under the contract. The contractor must maintain this space in a neat and orderly condition. The government will not be responsible for damage or loss to the contractor's stored supplies, materials, replacement parts, or equipment.

3.1.1.4. Space in the second room of the research support and storage building and desk and furnishings (to include telephone for restricted use) for a contractor to be used for official business only in the performance of this contract. Telephones supplied by the government are to be used for emergency communications only. Government property will not be used in any manner for any personal advantage, business gain, or other personal endeavor by the contractor or the contractor's employees. Abuses of government property will not be tolerated. If such abuse is confirmed, COR will move for termination of contractor's employee causing the abuse.

3.1.1.5. One-time use cameras to document damage to buildings, fences, animals, suspicious persons or vehicles in and around the facility or those attempting to gain entrance.

3.1.1.6. . Space within the primary room of the research support and storage building (lunch room) for eating meals or breaks. This space and equipment must be kept neat and clean.

3.1.1.7. Smoking is permitted in designated areas only. Smoking is not permitted while on patrol or inside any federal buildings. Cigarette butts must be disposed of in a fire proof container.

SECTION 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1. The contractor must furnish all personnel, supervision, uniforms, supplies, materials and equipment necessary for the performance of the work of this contract unless otherwise specified herein.

4.2. The contractor shall provide protection for all personnel and property at the site from crimes of violence, theft, sabotage, trespassing and bio-terrorism. Guard service shall not interfere with work being performed by Government personnel or other contract personnel.

4.3. In cooperation with local authorities the Contractor shall establish procedures to deal with drug abuse, alcoholism, disturbed persons and other such situations.

4.4. Contractor will furnish guards with a portable communications instrument capable of communicating to and from the Contractor's communications/control center while walking patrol. The guard shall communicate to the communications/control center utilizing the portable communication system at the start of each shift and once per hour. The communications/control center shall log the call and provide a copy of the log if requested by the COR.

4.5. Should the contractor choose to equip guards with personal security devices such as tasers, mace, pepper-spray or similar devices, the contractor will inform the COR prior to distributing them to the guards.

4.6. The contractor has *not provided vehicles* for use by the guards per the request of the COR. Guards are not to use personal vehicles to conduct patrols as outlined in Section 5.

SECTION 5 SPECIFIC TASKS

5.1. GENERAL INFORMATION

5.1.1. The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and services necessary to perform guard/security service, except as specified in Section 3 as government-furnished property and services, at the USDA/APHIS/WS National Wildlife Research Center, 9403 Jones Road SW, Olympia, Washington. The contractor shall perform to the standards in this contract. (See Exhibit 1, Performance Requirements Summary)

5.2 FOOT PATROLS. The contractor will conduct foot patrols approximately every 60 minutes around the exterior perimeter of the facility. The contractor will examine fences for damage or penetration, check gates and locks for closure. The patrols will require passage through interior fences and gates. The contractor shall examine interior fences and gates for damage or penetration, check gates and locks for closure.

5.3. BUILDINGS, will be examined during patrols for intrusion or damage. If intrusion is in progress, immediate report will be made to the local authorities and then to the COR or alternate. Damage to buildings that places the security of the facility or animals at risk should immediately be reported to the COR or alternate. Damage that does not jeopardize the security of the facility or animals, shall be reported to the COR or alternate at the start of the next business day.

5.4. ANIMALS, contractor will observe animals during patrols. Animals at risk of severe injury or death should be immediately reported to the COR or alternate. Abuse of the animals will not be tolerated under any circumstance and if such is found, contractor is subject to immediate cancellation of the contract. Animals with non-life threatening injury or illness shall be reported to the COR or alternate at the start of the next business day.

5.5. ENTRY TO FACILITY, contractor shall operate and enforce a strict system of identification to control entry into the complex and entry to and exit from various locations at the site by unauthorized persons. Guards shall wear picture identification at all times. Contractor will approach all employees and guests to determine the purpose of their entry to the facility. Employees will be in the facility to conduct animal care duties on weekends and holidays. Employees will be allowed to have guests only by prior written approval of the COR or alternate. Exception, guests with the COR or alternate.

5.6. UNAUTHORIZED ATTEMPTS TO GAIN ENTRANCE, contractor will deny entrance to all persons not carrying valid USDA Olympia Field Station identification. Contractor is to attempt to determine the nature of the intruders business. Attempts to gain entry by force will immediately be reported to local authorities. Contractor is to observe and report to the local authorities any identifying features of the intruder(s) and/or vehicles they may be using. One-time use cameras have been provided for identification purposes as outlined in Section 3.

5.7. MINIMIZE RISKS, contractor shall actively strive to minimize the risk of fire, explosion or similar incidents by promptly reporting the potentially hazardous conditions and items in need for repair to the COR.

5.8. EMERGENCY ACTION, contractor shall react decisively to emergencies such as fire, bio-terrorism threats, explosion, personnel in need of immediate medical attention, and civil defense actions. Required performance in these situations includes notification of proper authorities, evacuation of personnel and guiding fire and/or rescue personnel to the scene. The contractor shall provide assistance to personnel in need of aide involving incidents such as storms, hazardous road conditions, nuisance animals, damaged utilities, and other similar conditions. Guards on duty at the time of an emergency shall not leave their assigned responsibilities for such incidents until authorized to do so by the COR or other authorized program official.

5.7. SECURITY SYSTEM, contractor is to monitor security camera system when not on patrol. Contractor is to observe the integrity of the fences, buildings and animals while monitoring the system. (Security system to be installed later in FY03)

SECTION 6 GOVERNMENT ASSURANCE

6.1. Contractor performance will be monitored to determine if it meets the contract standards through periodic unscheduled inspection of the animal facility and federal employee feedback.

6.1.1. Because of the sensitive nature of the work performed at the NWRC Olympia Field Station, COR reserves the right to request suspension of any contractor's employee suspected of involvement with animal rights activities until such time as the suspicions are proved true or false. If true, the contractor's employee will be terminated from any further duty at the NWRC Olympia Field Station.

6.2. PERFORMANCE EVALUATION. Performance of the security service will be evaluated to determine whether or not it meets the performance requirements of the contract. When the performance requirement is not met, as defined by

Attachment B, the contracting officer will issue a Contract Discrepancy Report (CDR) to the contractor. The contractor shall respond to the CDR and return it to the contracting officer within seven calendar days of receipt.

The contractor will be required to re-perform all deficient work if reasonably practicable. If the contractor fails to re-perform the work, deductions from the amounts due under the contract may be made in accordance with Exhibit 5, as described below.

SECTION 7 EVALUATION CRITERIA

The government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the government, technical quality and cost of price and other price-related factors considered. The following factors, listed below in descending order of importance, shall be used to evaluate offers:

- Past performance
- Established record in providing security services, minimum time in business 5 years.
- Documented training and proficiency in response, preliminary investigation and report writing
- Location of security company to NWRC Olympia, Washington
- Knowledge of duties in the event of fire, explosion, natural disasters, civil disturbance, bomb threats and hazardous material leaks.
- Documented training and proficiency in response, preliminary investigation and report writing
- Familiarity with threats posed by animal rights organizations
- Basic knowledge and ability to work with animals.
- Basic knowledge of bombs and explosives
- Basic knowledge of fire fighting techniques
- Price
- Emergency medical training

Offeror's proposal shall contain **(this by no means constitutes all proposal materials to be sent in with proposal, refer to PWS to assure proper proposal content compliance):**

- All required documentation and certifications, as stated in this Performance Work Statement
- Resumes of proposed contractor's employees. Resumes must include proof of background checks, verified references and drug tests.
- Copies of proposed contractor's employees job history and security license.

Exhibit 1
Performance Requirements Summary

PERFORMANCE REQUIREMENTS SUMMARY				
REQUIRED SERVICE	STANDARD	MAXIMUM ERROR RATE	METHOD OF SURVEILLANCE	DEDUCTION
Perimeter Patrols (paragraph 5.2)	Every 60 minutes	1,2	Random Checks Employee Complaint	See Exhibit 5
Buildings (paragraph 5.3)	On each patrol, check for intrusion and damage	1,2	Random Checks Employee Complaint	See Exhibit 5
Animals (paragraph 5.4)	Observe general well being, injury or impending death	2,3	Random Checks Employee Complaint	See Exhibit 5
Entry to Facility (paragraph 5.5)	As Necessary	2	Random Checks Employee Complaint	See Exhibit 5
Forced Entry (paragraph 5.6)	As Necessary	3	Random Checks Employee Complaint Report from Local Authorities	See Exhibit 5
Monitor Security System (paragraph 5.7)	Regular checks between patrols	0	Random Checks Employee Complaint	See Exhibit 5

MAXIMUM ERROR RATES

0 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR)

1 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, deduction from monthly billing will be made in accordance with Attachment C.

2 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, COR will move for termination of contractor's employee creating the deficiency.

3 – Contractor is found to be deficient, Issuance of a Contract Discrepancy Report (CDR). If contractor fails to correct deficiency, COR will move for cancellation of contract.

Exhibit 2
Animal Facility Information

A. Animal Facility Data:

Location:	9403 Jones Road, Olympia, Washington 98512 (360) 754-6112
Acreage:	Approximately 30 acres
Number of deer pens:	9
Number of structures:	28
Official working hours:	7:30 am to 4:00 pm Saturdays, Sundays and Federal holidays, approximately 3-4 per day for animal care. Hours determined by technician assigned.

B. Building Statistics:	See Exhibit 3
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National Wildlife Research Center
Olympia Field Station, Animal Facility

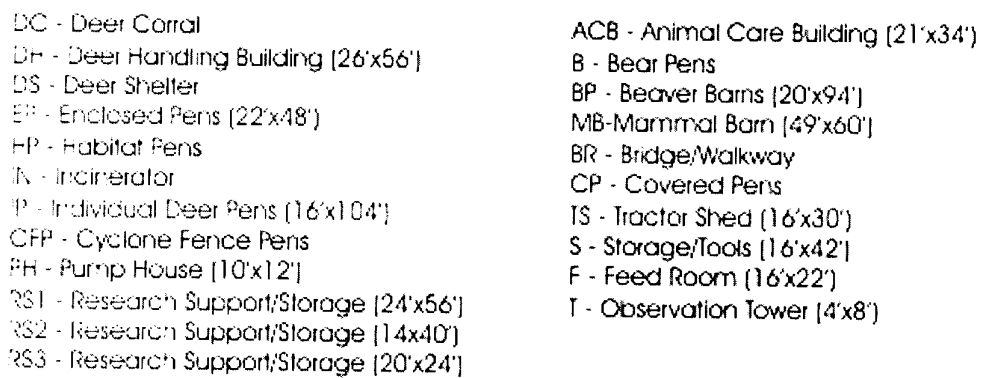


Exhibit 4
ADDENDUM TO FAR 52.212-4

FAR 52.212-4 (a) Inspection/Acceptance

1. For completed services, the contractor shall be paid the percentage of the contract line item price on a monthly basis minus any deductions determined in accordance with this clause. The contractor will be paid in arrears on a monthly basis.
2. Perimeter Patrol. In instances where perimeter patrols have not been satisfactorily performed as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 5).
3. Animals. In instances where animals have not be satisfactorily observed as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 5).
4. Other Tasks. If the contractor fails to perform satisfactorily in accordance with the PWS, deductions from amount due may be made as determined by the PWS, a deduction for the patrol must be made at the rate indicated in the Guard/Security Service Contract Deduction Table (Exhibit 5).

Exhibit 5
Guard/Security Service Deduction Table

FOOT PATROLS	Deduction
Check perimeter fences for signs of intrusion, closed gates; check interior fences for sign of intrusion, closed gates	\$ 200.00
BUILDINGS	
Check for intrusion, damage	\$ 200.00
ANIMALS	
Observe general well-being	\$ 100.00
ENTRY TO FACILITY	
Screen	\$ 100.00
FORCED ENTRY TO FACILITY	
Attempt to stop forced entry	\$ 500.00
MONITOR SECURITY SYSTEM	
Observe fences, buildings, animals	\$ 200.00

- (1) DEDUCTIONS FOR FAILURE TO CONDUCT FOOT PATROLS. Any omitted patrols during a shift will constitute forfeiture of payment in the amount of \$200.00.
- (2) DEDUCTIONS FOR FAILURE TO REPORT DAMAGE TO FENCES OR BUILDINGS. Failure to report damage during a shift will constitute forfeiture of payment in the amount of \$200.00. Damage noted that comprises security of the animals or buildings will be immediately reported to the COR or alternate. All other damage will be reported at the start of the next business day.
- (3) DEDUCTIONS FOR FAILURE TO SCREEN THE ENTRY AND EXIT OF EMPLOYEES AND GUESTS. Forfeiture of payment in the amount of \$100.00.
- (4) DEDUCTIONS FOR FAILURE TO REPORT FORCED ENTRY, forfeiture of payment in the amount of \$500.00.
- (5) DEDUCTIONS FOR FAILURE TO OBSERVE AND REPORT ANY DANGER TO THE GENERAL WELL-BEING OF THE ANIMALS, forfeiture of payment in the amount of \$100.00.
- (6) DEDUCTIONS FOR FAILURE TO MONITOR THE SECURITY SYSTEM, forfeiture of payment in the amount of \$200.00

CONTRACT CLAUSES

B.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS	FEB 2002
52.228-5	INSURANCE -- WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.237-3	CONTINUITY OF SERVICES	JAN 1991

B.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

 (2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

XX (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- (ii) Alternate I to 52.219-5
- (iii) Alternate II to 52.219-5
- XX (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- XX (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- XX (12) 52.222-26, Equal Opportunity (E.O. 11246).
- XX (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- XX (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- XX (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
 - (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
 - (ii) Alternate I of 52.225-3.
 - (iii) Alternate II of 52.225-3.
 - XX (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - XX (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
 - (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
 - (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
 - (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).
 - XX (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).
 - (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
 - (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
 - (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
 - (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
- XX (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).
 - XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
 - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits
Applicable to Successor Contract Pursuant to Predecessor
Contractor Collective Bargaining Agreement (CBA) (41
U.S.C. 351, et seq.).
- (d) Comptroller General Examination of Record. The Contractor shall
comply with the provisions of this paragraph (d) if this contract
was awarded using other than sealed bid, is in excess of the
simplified acquisition threshold, and does not contain the clause
at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized
representative of the Comptroller General, shall have access
to and right to examine any of the Contractor's directly
pertinent records involving transactions related to this
contract.
- (2) The Contractor shall make available at its offices at all
reasonable times the records, materials, and other evidence
for examination, audit, or reproduction, until 3 years after
final payment under this contract or for any shorter period
specified in FAR Subpart 4.7, Contractor Records Retention, of
the other clauses of this contract. If this contract is
completely or partially terminated, the records relating to
the work terminated shall be made available for 3 years after
any resulting final termination settlement. Records relating
to appeals under the disputes clause or to litigation or the
settlement of claims arising under or relating to this
contract shall be made available until such appeals,
litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents,
accounting procedures and practices, and other data,
regardless of type and regardless of form. This does not
require the Contractor to create or maintain any record that
the Contractor does not maintain in the ordinary course of
business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a),
(b), (c) or (d) of this clause, the Contractor is not required to
include any FAR clause, other than those listed below (and as may
be required by an addenda to this paragraph to establish the
reasonableness of prices under Part 15), in a subcontract for
commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans,
Veterans of the Vietnam Era, and Other Eligible Veterans (38
U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities
(29 U.S.C. 793);
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flag Commercial
Vessels (46 U.S.C. 1241) (flow down not required for
subcontracts awarded beginning May 1, 1996); and
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.
351, et seq.).

B.3 52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage -- Fringe Benefits
_____	_____
_____	_____
_____	_____
_____	_____

B.4 52.237-1 -- Site Visit (Apr 1984)

- (a) Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

SOLICITATION PROVISIONS

C.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

C.2 52.212-1 -- Instructions to Offerors -- Commercial Items (Oct 2000)

- (a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
 - (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;
 - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
 - (5) Terms of any express warranty;
 - (6) Price and any discount terms;
 - (7) "Remit to" address, if different than mailing address;
 - (8) A completed copy of the representations and certifications at FAR 52.212-3;
 - (9) Acknowledgment of Solicitation Amendments;

- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late submissions, modifications, revisions, and withdrawals of offers.
 - (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
 - (2)
 - (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
 - (B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (C) If this solicitation is a request for proposals, it was the only proposal received.

- (ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
- (a) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (b) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit price offered, unless the offeror specifies otherwise in the offer.
- (i) Availability of requirements documents cited in the solicitation.
 - (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to -- GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.
 - (i) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions

cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (1) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the -- Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained --

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

- (6) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

- (j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

C.3 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
Technical and past performance, when combined, are more important than price. **Refer to Section 7 of the respective Lot for detailed Evaluation Criteria.**
- (b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

C.4 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of a firm fixed-price contract resulting from this solicitation for each lot.

C.5 52.219-6 -- Notice of Total Small Business Set-Aside (Jul 1996)

- (a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (b) General.
 - (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.
 - (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

C.6 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

José-Luis Gallagher
See Address Page 1, block 9 of this solicitation.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

C.7 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--
COMMERCIAL ITEMS (APR 2002)

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women. "Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).
- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.
- (4) Type of organization.
- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____

TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
-
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]
- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it ☐ is, ☐ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees Average Annual Gross Revenues

<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

(A) It [] is, [] is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It [] has, [] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) [] Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business

Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

- (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or

names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

- (d) Representations required to implement provisions of Executive Order 11246--

- (1) Previous contracts and compliance. The offeror represents that--

- (i) It [] has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

- (ii) It [] has, [] has not filed all required compliance reports.

- (2) Affirmative Action Compliance. The offeror represents that--

- (i) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

- (ii) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

- (e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

- (f) Buy American Act--Balance of Payments Program Certificate.
(Applies only if the clause at Federal Acquisition Regulation
(FAR) 52.225-1, Buy American Act--Balance of Payments
Program--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (2) Foreign End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO COUNTRY OF ORIGIN

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian End Products:

LINE ITEM NO

(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this

solicitation, substitute the following paragraph (g) (1) (ii) for paragraph (g) (1) (ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

Canadian or Israeli End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g) (4) (ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end

product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products:

LINE ITEM NO	COUNTRY OF ORIGIN
--------------	-------------------

_____	_____
_____	_____
_____	_____

(List as necessary)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer

determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

- ☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- ☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

94-2153 HI, ISLAND-WIDE 06/04/02

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 WASHINGTON D.C. 20210

William W. Gross Division of
 Director Wage Determinations

Wage Determination No.: 1994-2153
 Revision No.: 30
 Date Of Last Revision: 05/28/2002

State: **Hawaii**
 Area: **Hawaii** Statewide

OCCUPATION NOTE:

STEVEDORING AND LONGSHOREMEN: Wage rates and fringe benefits can be found on Wage Determination 2000-0085

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION TITLE

MINIMUM WAGE RATE

Administrative Support and Clerical Occupations

Accounting Clerk I	10.29
Accounting Clerk II	11.35
Accounting Clerk III	12.87
Accounting Clerk IV	15.68
Court Reporter	15.36
Dispatcher, Motor Vehicle	13.88
Document Preparation Clerk	11.95
Duplicating Machine Operator	11.95
Film/Tape Librarian	11.23
General Clerk I	7.83
General Clerk II	9.11
General Clerk III	10.69
General Clerk IV	13.22
Housing Referral Assistant	19.80
Key Entry Operator I	10.66
Key Entry Operator II	12.85
Messenger (Courier)	9.35
Order Clerk I	11.84
Order Clerk II	12.90
Personnel Assistant (Employment) I	12.83
Personnel Assistant (Employment) II	13.80
Personnel Assistant (Employment) III	16.25
Personnel Assistant (Employment) IV	17.89
Production Control Clerk	16.51
Rental Clerk	13.51
Scheduler, Maintenance	15.00
Secretary I	15.66
Secretary II	19.31
Secretary III	21.72
Secretary IV	26.40
Secretary V	30.87
Service Order Dispatcher	10.41
Stenographer I	12.21
Stenographer II	13.72
Supply Technician	17.64
Survey Worker (Interviewer)	11.66
Switchboard Operator-Receptionist	11.75
Test Examiner	17.73
Test Proctor	17.73
Travel Clerk I	11.33

Travel Clerk II	12.19
Travel Clerk III	13.07
Word Processor I	11.35
Word Processor II	12.50
Word Processor III	13.99
Automatic Data Processing Occupations	
Computer Data Librarian	10.71
Computer Operator I	14.18
Computer Operator II	15.52
Computer Operator III	18.45
Computer Operator IV	20.07
Computer Operator V	22.21
Computer Programmer I (1)	16.53
Computer Programmer II (1)	17.97
Computer Programmer III (1)	20.59
Computer Programmer IV (1)	25.01
Computer Systems Analyst I (1)	20.47
Computer Systems Analyst II (1)	22.98
Computer Systems Analyst III (1)	25.85
Peripheral Equipment Operator	14.17
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	18.34
Automotive Glass Installer	16.53
Automotive Worker	16.53
Electrician, Automotive	16.85
Mobile Equipment Servicer	14.26
Motor Equipment Metal Mechanic	18.34
Motor Equipment Metal Worker	16.53
Motor Vehicle Mechanic	19.27
Motor Vehicle Mechanic Helper	13.06
Motor Vehicle Upholstery Worker	15.63
Motor Vehicle Wrecker	16.53
Painter, Automotive	19.16
Radiator Repair Specialist	16.53
Tire Repairer	13.78
Transmission Repair Specialist	18.31
Food Preparation and Service Occupations	
Baker	13.52
Cook I	12.10
Cook II	13.52
Dishwasher	10.22
Food Service Worker	9.79
Meat Cutter	15.55
Waiter/Waitress	9.84
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.41
Furniture Handler	11.71
Furniture Refinisher	17.41
Furniture Refinisher Helper	13.41
Furniture Repairer, Minor	15.12
Upholsterer	17.41
General Services and Support Occupations	
Cleaner, Vehicles	9.68
Elevator Operator	10.56
Gardener	13.51
House Keeping Aid I	11.48
House Keeping Aid II	12.11
Janitor	10.56
Laborer, Grounds Maintenance	10.99
Maid or Houseman	11.28
Pest Controller	14.70
Refuse Collector	11.94
Tractor Operator	12.70
Window Cleaner	11.50
Health Occupations	

Dental Assistant	13.66
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	12.57
Licensed Practical Nurse I	11.52
Licensed Practical Nurse II	13.72
Licensed Practical Nurse III	15.34
Medical Assistant	12.30
Medical Laboratory Technician	13.72
Medical Record Clerk	11.93
Medical Record Technician	13.54
Nursing Assistant I	8.66
Nursing Assistant II	9.73
Nursing Assistant III	10.61
Nursing Assistant IV	11.93
Pharmacy Technician	12.19
Phlebotomist	13.72
Registered Nurse I	20.02
Registered Nurse II	24.50
Registered Nurse II, Specialist	24.50
Registered Nurse III	29.38
Registered Nurse III, Anesthetist	29.38
Registered Nurse IV	35.24
Information and Arts Occupations	
Audiovisual Librarian	18.05
Exhibits Specialist I	16.15
Exhibits Specialist II	19.18
Exhibits Specialist III	23.46
Illustrator I	18.79
Illustrator II	22.28
Illustrator III	27.23
Librarian	25.35
Library Technician	14.96
Photographer I	11.79
Photographer II	14.21
Photographer III	16.84
Photographer IV	20.60
Photographer V	24.90
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	8.88
Counter Attendant	8.88
Dry Cleaner	10.01
Finisher, Flatwork, Machine	8.88
Presser, Hand	8.88
Presser, Machine, Drycleaning	8.88
Presser, Machine, Shirts	8.88
Presser, Machine, Wearing Apparel, Laundry	8.88
Sewing Machine Operator	10.75
Tailor	11.50
Washer, Machine	8.88
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.38
Tool and Die Maker	23.30
Material Handling and Packing Occupations	
Forklift Operator	15.94
Fuel Distribution System Operator	16.90
Material Coordinator	18.78
Material Expediter	18.78
Material Handling Laborer	16.89
Order Filler	12.27
Production Line Worker (Food Processing)	12.12
Shipping Packer	15.22
Shipping/Receiving Clerk	12.99
Stock Clerk (Shelf Stocker; Store Worker II)	14.80
Store Worker I	10.96
Tools and Parts Attendant	15.65
Warehouse Specialist	15.65

Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	21.49
Aircraft Mechanic Helper	15.65
Aircraft Quality Control Inspector	24.55
Aircraft Servicer	18.15
Aircraft Worker	19.39
Appliance Mechanic	19.38
Bicycle Repairer	13.78
Cable Splicer	23.46
Carpenter, Maintenance	22.29
Carpet Layer	21.15
Electrician, Maintenance	25.24
Electronics Technician, Maintenance I	22.95
Electronics Technician, Maintenance II	24.17
Electronics Technician, Maintenance III	25.45
Fabric Worker	17.39
Fire Alarm System Mechanic	23.46
Fire Extinguisher Repairer	16.90
Fuel Distribution System Mechanic	20.40
General Maintenance Worker	18.39
Heating, Refrigeration and Air Conditioning Mechanic	21.73
Heavy Equipment Mechanic	26.98
Heavy Equipment Operator	26.17
Instrument Mechanic	26.98
Laborer	12.27
Locksmith	19.38
Machinery Maintenance Mechanic	23.46
Machinist, Maintenance	21.86
Maintenance Trades Helper	13.41
Millwright	23.46
Office Appliance Repairer	20.64
Painter, Aircraft	19.38
Painter, Maintenance	20.99
Pipefitter, Maintenance	23.46
Plumber, Maintenance	22.29
Pneudraulic Systems Mechanic	23.46
Rigger	23.46
Scale Mechanic	19.39
Sheet-Metal Worker, Maintenance	25.55
Small Engine Mechanic	18.39
Telecommunication Mechanic I	24.18
Telecommunication Mechanic II	24.65
Telephone Lineman	24.18
Welder, Combination, Maintenance	21.98
Well Driller	22.15
Woodcraft Worker	23.46
Woodworker	16.40
Miscellaneous Occupations	
Animal Caretaker	11.45
Carnival Equipment Operator	11.72
Carnival Equipment Repairer	12.46
Carnival Worker	9.33
Cashier	10.35
Desk Clerk	13.02
Embalmer	17.93
Lifeguard	10.35
Mortician	17.93
Park Attendant (Aide)	13.01
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.90
Recreation Specialist	16.11
Recycling Worker	15.00
Sales Clerk	9.92
School Crossing Guard (Crosswalk Attendant)	9.03
Sport Official	10.35
Survey Party Chief (Chief of Party)	20.82

Surveying Aide	11.38
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	15.59
Swimming Pool Operator	12.87
Vending Machine Attendant	11.34
Vending Machine Repairer	13.52
Vending Machine Repairer Helper	11.34
Personal Needs Occupations	
Child Care Attendant	10.42
Child Care Center Clerk	14.94
Chore Aid	9.44
Homemaker	18.52
Plant and System Operation Occupations	
Boiler Tender	17.74
Sewage Plant Operator	16.85
Stationary Engineer	20.40
Ventilation Equipment Tender	15.65
Water Treatment Plant Operator	16.85
Protective Service Occupations	
Alarm Monitor	14.68
Corrections Officer	17.18
Court Security Officer	17.18
Detention Officer	17.18
Firefighter	16.62
Guard I	9.69
Guard II	11.57
Police Officer	17.73
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	14.93
Archeological Technician II	16.72
Archeological Technician III	20.70
Cartographic Technician	23.96
Civil Engineering Technician	19.37
Computer Based Training (CBT) Specialist/ Instructor	20.37
Drafter I	12.25
Drafter II	15.76
Drafter III	19.03
Drafter IV	22.66
Engineering Technician I	14.46
Engineering Technician II	18.64
Engineering Technician III	22.50
Engineering Technician IV	29.74
Engineering Technician V	32.60
Engineering Technician VI	39.41
Environmental Technician	17.36
Flight Simulator/Instructor (Pilot)	25.08
Graphic Artist	18.31
Instructor	21.41
Laboratory Technician	16.07
Mathematical Technician	22.28
Paralegal/Legal Assistant I	15.96
Paralegal/Legal Assistant II	18.69
Paralegal/Legal Assistant III	22.87
Paralegal/Legal Assistant IV	27.63
Photooptics Technician	19.37
Technical Writer	18.16
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	17.35
Weather Observer, Senior (3)	18.39

Weather Observer, Upper Air (3)	17.35
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	14.35
Parking and Lot Attendant	7.15
Shuttle Bus Driver	12.28
Taxi Driver	10.78
Truckdriver, Heavy Truck	17.46
Truckdriver, Light Truck	12.28
Truckdriver, Medium Truck	15.57
Truckdriver, Tractor-Trailer	17.46

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: (Hawaii): \$0.99 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the **Hawaii** prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the **Hawaii** prepaid Health Care Act, the new health and welfare benefit rate will be \$2.15. For information regarding the **Hawaii** prepaid Health Care Act, please contact the **Hawaii** Employers Council.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employee (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your regular basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, drying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery racks.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employed possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation,

irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc. the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 14 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report on the action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

94-2532 UT, STATEWIDE

10/29/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2532
Revision No.: 17
Date Of Last Revision: 10/22/2002

State: Utah
Area: Utah Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	8.34
Accounting Clerk II	9.49
Accounting Clerk III	11.68
Accounting Clerk IV	13.72
Court Reporter	12.11
Dispatcher, Motor Vehicle	13.92
Document Preparation Clerk	9.34
Duplicating Machine Operator	9.34
Film/Tape Librarian	9.78
General Clerk I	7.99
General Clerk II	9.35
General Clerk III	9.91
General Clerk IV	11.93
Housing Referral Assistant	14.18
Key Entry Operator I	9.34
Key Entry Operator II	11.09
Messenger (Courier)	8.45
Order Clerk I	11.22
Order Clerk II	12.96
Personnel Assistant (Employment) I	10.74
Personnel Assistant (Employment) II	11.84
Personnel Assistant (Employment) III	12.44
Personnel Assistant (Employment) IV	13.82
Production Control Clerk	13.51
Rental Clerk	9.78
Scheduler, Maintenance	11.04
Secretary I	11.04
Secretary II	12.42
Secretary III	14.18
Secretary IV	16.86
Secretary V	18.28
Service Order Dispatcher	12.38
Stenographer I	11.39
Stenographer II	12.80
Supply Technician	16.86
Survey Worker (Interviewer)	11.00
Switchboard Operator-Receptionist	9.18
Test Examiner	12.42
Test Proctor	12.42
Travel Clerk I	9.56
Travel Clerk II	10.21
Travel Clerk III	10.76
Word Processor I	10.66
Word Processor II	14.44
Word Processor III	16.01

Automatic Data Processing Occupations	
Computer Data Librarian	8.56
Computer Operator I	10.19
Computer Operator II	12.88
Computer Operator III	16.74
Computer Operator IV	18.24
Computer Operator V	20.21
Computer Programmer I (1)	16.64
Computer Programmer II (1)	19.24
Computer Programmer III (1)	23.63
Computer Programmer IV (1)	27.62
Computer Systems Analyst I (1)	20.34
Computer Systems Analyst II (1)	24.12
Computer Systems Analyst III (1)	28.17
Peripheral Equipment Operator	10.19
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	15.86
Automotive Glass Installer	14.46
Automotive Worker	14.43
Electrician, Automotive	15.23
Mobile Equipment Servicer	12.84
Motor Equipment Metal Mechanic	15.86
Motor Equipment Metal Worker	14.43
Motor Vehicle Mechanic	15.02
Motor Vehicle Mechanic Helper	11.89
Motor Vehicle Upholstery Worker	13.64
Motor Vehicle Wrecker	14.43
Painter, Automotive	15.23
Radiator Repair Specialist	14.43
Tire Repairer	12.41
Transmission Repair Specialist	15.86
Food Preparation and Service Occupations	
Baker	10.08
Cook I	8.91
Cook II	10.08
Dishwasher	6.60
Food Service Worker	7.58
Meat Cutter	12.75
Waiter/Waitress	7.51
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	15.76
Furniture Handler	11.34
Furniture Refinisher	15.76
Furniture Refinisher Helper	11.89
Furniture Repairer, Minor	13.64
Upholsterer	15.76
General Services and Support Occupations	
Cleaner, Vehicles	7.51
Elevator Operator	7.43
Gardener	10.90
House Keeping Aid I	7.41
House Keeping Aid II	7.52
Janitor	8.54
Laborer, Grounds Maintenance	9.05
Maid or Houseman	7.41
Pest Controller	10.45
Refuse Collector	8.33
Tractor Operator	10.54
Window Cleaner	8.09
Health Occupations	
Dental Assistant	11.19
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	10.96
Licensed Practical Nurse II	12.31
Licensed Practical Nurse III	13.77

Medical Assistant	9.78
Medical Laboratory Technician	10.35
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.41
Nursing Assistant II	8.33
Nursing Assistant III	9.10
Nursing Assistant IV	10.20
Pharmacy Technician	12.19
Phlebotomist	11.57
Registered Nurse I	16.99
Registered Nurse II	21.00
Registered Nurse II, Specialist	21.00
Registered Nurse III	27.97
Registered Nurse III, Anesthetist	27.97
Registered Nurse IV	31.23
Information and Arts Occupations	
Audiovisual Librarian	19.38
Exhibits Specialist I	14.54
Exhibits Specialist II	17.70
Exhibits Specialist III	21.59
Illustrator I	15.75
Illustrator II	19.17
Illustrator III	23.39
Librarian	18.55
Library Technician	10.72
Photographer I	13.70
Photographer II	15.99
Photographer III	19.47
Photographer IV	23.75
Photographer V	28.82
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.48
Counter Attendant	7.48
Dry Cleaner	9.00
Finisher, Flatwork, Machine	7.48
Presser, Hand	7.48
Presser, Machine, Drycleaning	7.48
Presser, Machine, Shirts	7.48
Presser, Machine, Wearing Apparel, Laundry	7.48
Sewing Machine Operator	9.61
Tailor	10.13
Washer, Machine	7.98
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	16.41
Tool and Die Maker	18.54
Material Handling and Packing Occupations	
Forklift Operator	11.95
Fuel Distribution System Operator	12.84
Material Coordinator	15.07
Material Expediter	15.07
Material Handling Laborer	11.67
Order Filler	10.28
Production Line Worker (Food Processing)	11.98
Shipping Packer	10.92
Shipping/Receiving Clerk	10.68
Stock Clerk (Shelf Stocker; Store Worker II)	12.01
Store Worker I	8.95
Tools and Parts Attendant	11.95
Warehouse Specialist	11.95
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.30
Aircraft Mechanic Helper	11.92
Aircraft Quality Control Inspector	17.31
Aircraft Servicer	13.74

Aircraft Worker	14.66
Appliance Mechanic	15.23
Bicycle Repairer	12.41
Cable Splicer	20.06
Carpenter, Maintenance	15.23
Carpet Layer	16.59
Electrician, Maintenance	18.42
Electronics Technician, Maintenance I	14.77
Electronics Technician, Maintenance II	23.20
Electronics Technician, Maintenance III	25.14
Fabric Worker	13.74
Fire Alarm System Mechanic	16.49
Fire Extinguisher Repairer	12.84
Fuel Distribution System Mechanic	17.45
General Maintenance Worker	13.99
Heating, Refrigeration and Air Conditioning Mechanic	16.40
Heavy Equipment Mechanic	17.26
Heavy Equipment Operator	17.20
Instrument Mechanic	17.20
Laborer	8.33
Locksmith	15.23
Machinery Maintenance Mechanic	18.78
Machinist, Maintenance	15.86
Maintenance Trades Helper	11.89
Millwright	16.01
Office Appliance Repairer	15.58
Painter, Aircraft	15.23
Painter, Maintenance	15.23
Pipefitter, Maintenance	17.68
Plumber, Maintenance	16.98
Pneudraulic Systems Mechanic	16.49
Rigger	15.86
Scale Mechanic	14.66
Sheet-Metal Worker, Maintenance	17.45
Small Engine Mechanic	14.43
Telecommunication Mechanic I	15.86
Telecommunication Mechanic II	16.49
Telephone Lineman	16.49
Welder, Combination, Maintenance	15.86
Well Driller	15.86
Woodcraft Worker	15.86
Woodworker	12.84
Miscellaneous Occupations	
Animal Caretaker	8.58
Carnival Equipment Operator	9.22
Carnival Equipment Repairer	9.87
Carnival Worker	7.26
Cashier	7.36
Desk Clerk	8.85
Embalmer	17.40
Lifeguard	9.42
Mortician	17.40
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.69
Recreation Specialist	12.24
Recycling Worker	10.54
Sales Clerk	9.54
School Crossing Guard (Crosswalk Attendant)	8.33
Sport Official	8.69
Survey Party Chief (Chief of Party)	15.13
Surveying Aide	10.77
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.75
Swimming Pool Operator	11.09
Vending Machine Attendant	9.16
Vending Machine Repairer	11.09

Vending Machine Repairer Helper	9.16
Personal Needs Occupations	
Child Care Attendant	8.85
Child Care Center Clerk	11.05
Chore Aid	6.59
Homemaker	12.24
Plant and System Operation Occupations	
Boiler Tender	18.77
Sewage Plant Operator	16.05
Stationary Engineer	18.77
Ventilation Equipment Tender	11.92
Water Treatment Plant Operator	15.96
Protective Service Occupations	
Alarm Monitor	12.42
Corrections Officer	19.80
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	7.76
Guard II	12.42
Police Officer	21.39
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	15.62
Hatch Tender	15.62
Line Handler	15.62
Stevedore I	14.72
Stevedore II	17.18
Technical Occupations	
Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	15.26
Archeological Technician II	17.06
Archeological Technician III	21.14
Cartographic Technician	20.36
Civil Engineering Technician	17.70
Computer Based Training (CBT) Specialist/ Instructor	22.23
Drafter I	11.13
Drafter II	14.87
Drafter III	17.37
Drafter IV	21.14
Engineering Technician I	11.28
Engineering Technician II	13.77
Engineering Technician III	16.62
Engineering Technician IV	21.15
Engineering Technician V	23.28
Engineering Technician VI	26.68
Environmental Technician	18.58
Flight Simulator/Instructor (Pilot)	24.12
Graphic Artist	19.33
Instructor	17.16
Laboratory Technician	15.47
Mathematical Technician	20.26
Paralegal/Legal Assistant I	13.48
Paralegal/Legal Assistant II	16.04
Paralegal/Legal Assistant III	17.81
Paralegal/Legal Assistant IV	24.35
Photooptics Technician	20.26
Technical Writer	22.80
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.80

Weather Observer, Senior (3)	18.66
Weather Observer, Upper Air (3)	16.80
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	13.50
Parking and Lot Attendant	7.64
Shuttle Bus Driver	9.67
Taxi Driver	8.60
Truckdriver, Heavy Truck	16.35
Truckdriver, Light Truck	9.67
Truckdriver, Medium Truck	15.87
Truckdriver, Tractor-Trailer	16.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plan civic and personal leave, severance pay, and savings and thrift plans. Minimum employ contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole of continuous service with the present contractor or successor, wherever employed, and the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther K Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Lab Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor m substitute for any of the named holidays another day off with pay in accordance with a communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a reg tour of duty, you will earn a night differential and receive an additional 10% of basi for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your ra basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees emplo in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives a incendiary materials. All operations involving regrading and cleaning of artillery ra

A 4 percent differential is applicable to employees employed in a position that repres a low degree of hazard when working with, or in close proximity to ordnance, (or employ possibly adjacent to) explosives and incendiary materials which involves potential inj such as laceration of hands, face, or arms of the employee engaged in the operation,

irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc. the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 14 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate).

2) After contract award, the contractor prepares a written report listing in order pro classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative o employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report o action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employmen Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2 Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapp the action via transmittal to the agency contracting officer, or notifies the contract officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupatio (the Directory) should be used to compare job definitions to insure that duties reques are not performed by a classification already listed in the wage determination. Remem it is not the job title, but the required tasks that determine whether a class is incl in an established wage determination. Conformances may not be used to artificially sp combine, or subdivide classifications listed in the wage determination.

94-2568 WA, TACOMA

08/20/02

FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL
WASHINGTON D.C. 20210

William W. Gross
Director

Division of
Wage Determinations

Wage Determination No.: 1994-2568
Revision No.: 17
Date Of Last Revision: 08/15/2002

State: Washington

Area: Washington Counties of Lewis, Pierce, Thurston

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	10.83
Accounting Clerk II	12.16
Accounting Clerk III	14.11
Accounting Clerk IV	16.36
Court Reporter	14.40
Dispatcher, Motor Vehicle	14.40
Document Preparation Clerk	11.56
Duplicating Machine Operator	12.37
Film/Tape Librarian	13.94
General Clerk I	8.68
General Clerk II	9.71
General Clerk III	12.57
General Clerk IV	13.84
Housing Referral Assistant	17.51
Key Entry Operator I	10.39
Key Entry Operator II	12.04
Messenger (Courier)	10.13
Order Clerk I	11.69
Order Clerk II	12.76
Personnel Assistant (Employment) I	11.75
Personnel Assistant (Employment) II	13.20
Personnel Assistant (Employment) III	14.40
Personnel Assistant (Employment) IV	16.86
Production Control Clerk	15.77
Rental Clerk	12.63
Scheduler, Maintenance	14.07
Secretary I	13.66
Secretary II	13.84
Secretary III	16.01
Secretary IV	19.75
Secretary V	22.67
Service Order Dispatcher	14.79
Stenographer I	13.43
Stenographer II	15.26
Supply Technician	16.81
Survey Worker (Interviewer)	13.39
Switchboard Operator-Receptionist	10.94
Test Examiner	14.40
Test Proctor	14.40
Travel Clerk I	10.36
Travel Clerk II	11.28
Travel Clerk III	12.14
Word Processor I	12.37
Word Processor II	13.19

Word Processor III	14.76
Automatic Data Processing Occupations	
Computer Data Librarian	14.33
Computer Operator I	13.93
Computer Operator II	15.58
Computer Operator III	17.60
Computer Operator IV	19.84
Computer Operator V	22.04
Computer Programmer I (1)	15.08
Computer Programmer II (1)	18.33
Computer Programmer III (1)	25.81
Computer Programmer IV (1)	27.50
Computer Systems Analyst I (1)	23.32
Computer Systems Analyst II (1)	27.62
Computer Systems Analyst III (1)	27.62
Peripheral Equipment Operator	14.67
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	19.80
Automotive Glass Installer	18.60
Automotive Worker	18.60
Electrician, Automotive	19.80
Mobile Equipment Servicer	16.86
Motor Equipment Metal Mechanic	19.80
Motor Equipment Metal Worker	18.60
Motor Vehicle Mechanic	19.80
Motor Vehicle Mechanic Helper	16.86
Motor Vehicle Upholstery Worker	18.60
Motor Vehicle Wrecker	18.60
Painter, Automotive	19.20
Radiator Repair Specialist	18.60
Tire Repairer	14.81
Transmission Repair Specialist	19.80
Food Preparation and Service Occupations	
Baker	11.28
Cook I	10.30
Cook II	11.35
Dishwasher	9.55
Food Service Worker	9.22
Meat Cutter	15.96
Waiter/Waitress	9.27
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	17.45
Furniture Handler	15.33
Furniture Refinisher	17.45
Furniture Refinisher Helper	15.33
Furniture Repairer, Minor	16.37
Upholsterer	16.91
General Services and Support Occupations	
Cleaner, Vehicles	9.71
Elevator Operator	10.38
Gardener	12.10
House Keeping Aid I	8.97
House Keeping Aid II	10.35
Janitor	10.38
Laborer, Grounds Maintenance	11.95
Maid or Houseman	8.97
Pest Controller	15.17
Refuse Collector	11.67
Tractor Operator	13.10
Window Cleaner	10.90
Health Occupations	
Dental Assistant	13.96
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15.09
Licensed Practical Nurse I	12.96
Licensed Practical Nurse II	14.53

Licensed Practical Nurse III	16.27
Medical Assistant	12.24
Medical Laboratory Technician	14.34
Medical Record Clerk	13.74
Medical Record Technician	14.57
Nursing Assistant I	9.12
Nursing Assistant II	9.74
Nursing Assistant III	10.62
Nursing Assistant IV	12.55
Pharmacy Technician	13.54
Phlebotomist	14.53
Registered Nurse I	17.32
Registered Nurse II	21.18
Registered Nurse II, Specialist	21.18
Registered Nurse III	25.73
Registered Nurse III, Anesthetist	25.73
Registered Nurse IV	30.83
Information and Arts Occupations	
Audiovisual Librarian	19.80
Exhibits Specialist I	16.95
Exhibits Specialist II	20.94
Exhibits Specialist III	25.64
Illustrator I	16.95
Illustrator II	20.94
Illustrator III	25.64
Librarian	21.44
Library Technician	13.24
Photographer I	16.11
Photographer II	18.01
Photographer III	22.25
Photographer IV	27.23
Photographer V	33.06
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.73
Counter Attendant	7.73
Dry Cleaner	9.79
Finisher, Flatwork, Machine	7.73
Presser, Hand	7.73
Presser, Machine, Drycleaning	7.73
Presser, Machine, Shirts	7.73
Presser, Machine, Wearing Apparel, Laundry	7.73
Sewing Machine Operator	10.46
Tailor	11.12
Washer, Machine	8.39
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	19.28
Tool and Die Maker	22.30
Material Handling and Packing Occupations	
Forklift Operator	17.65
Fuel Distribution System Operator	20.08
Material Coordinator	14.05
Material Expediter	14.05
Material Handling Laborer	13.49
Order Filler	12.87
Production Line Worker (Food Processing)	14.84
Shipping Packer	13.79
Shipping/Receiving Clerk	13.79
Stock Clerk (Shelf Stocker; Store Worker II)	15.07
Store Worker I	12.23
Tools and Parts Attendant	16.86
Warehouse Specialist	14.84
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	19.80
Aircraft Mechanic Helper	15.73
Aircraft Quality Control Inspector	20.43

Aircraft Servicer	17.77
Aircraft Worker	18.60
Appliance Mechanic	16.91
Bicycle Repairer	14.81
Cable Splicer	22.77
Carpenter, Maintenance	20.71
Carpet Layer	18.60
Electrician, Maintenance	23.34
Electronics Technician, Maintenance I	18.85
Electronics Technician, Maintenance II	21.44
Electronics Technician, Maintenance III	23.00
Fabric Worker	15.33
Fire Alarm System Mechanic	19.80
Fire Extinguisher Repairer	16.75
Fuel Distribution System Mechanic	19.80
General Maintenance Worker	15.96
Heating, Refrigeration and Air Conditioning Mechanic	18.00
Heavy Equipment Mechanic	21.41
Heavy Equipment Operator	22.53
Instrument Mechanic	22.28
Laborer	11.17
Locksmith	18.60
Machinery Maintenance Mechanic	21.60
Machinist, Maintenance	19.10
Maintenance Trades Helper	12.47
Millwright	20.20
Office Appliance Repairer	17.99
Painter, Aircraft	17.45
Painter, Maintenance	17.45
Pipefitter, Maintenance	21.96
Plumber, Maintenance	19.85
Pneudraulic Systems Mechanic	19.80
Rigger	18.47
Scale Mechanic	17.99
Sheet-Metal Worker, Maintenance	19.68
Small Engine Mechanic	16.35
Telecommunication Mechanic I	18.00
Telecommunication Mechanic II	20.41
Telephone Lineman	19.80
Welder, Combination, Maintenance	18.00
Well Driller	18.00
Woodcraft Worker	19.20
Woodworker	16.91
Miscellaneous Occupations	
Animal Caretaker	10.66
Carnival Equipment Operator	11.56
Carnival Equipment Repairer	11.98
Carnival Worker	8.83
Cashier	10.13
Desk Clerk	10.80
Embalmer	22.36
Lifeguard	9.70
Mortician	22.36
Park Attendant (Aide)	12.18
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.06
Recreation Specialist	13.81
Recycling Worker	14.53
Sales Clerk	12.22
School Crossing Guard (Crosswalk Attendant)	12.85
Sport Official	10.39
Survey Party Chief (Chief of Party)	25.90
Surveying Aide	15.12
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	20.72
Swimming Pool Operator	10.43
Vending Machine Attendant	10.91

Vending Machine Repairer	13.93
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Personal Needs Occupations	
Child Care Attendant	10.33
Child Care Center Clerk	13.41
Chore Aid	9.16
Homemaker	14.91
Plant and System Operation Occupations	
Boiler Tender	19.87
Sewage Plant Operator	21.67
Stationary Engineer	19.87
Ventilation Equipment Tender	15.73
Water Treatment Plant Operator	22.21
Protective Service Occupations	
Alarm Monitor	14.33
Corrections Officer	19.80
Court Security Officer	23.51
Detention Officer	23.51
Firefighter	23.53
Guard I	7.73
Guard II	11.31
Police Officer	23.48
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	18.78
Hatch Tender	18.78
Line Handler	18.78
Stevedore I	16.68
Stevedore II	17.83
Technical Occupations	
Air Traffic Control Specialist, Center (2)	29.03
Air Traffic Control Specialist, Station (2)	20.02
Air Traffic Control Specialist, Terminal (2)	22.05
Archeological Technician I	18.15
Archeological Technician II	20.29
Archeological Technician III	25.13
Cartographic Technician	24.74
Civil Engineering Technician	21.28
Computer Based Training (CBT) Specialist/ Instructor	23.32
Drafter I	15.03
Drafter II	16.87
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Engineering Technician V	30.56
Engineering Technician VI	36.96
Environmental Technician	20.56
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Graphic Artist	21.29
Instructor	22.01
Laboratory Technician	15.33
Mathematical Technician	18.10
Paralegal/Legal Assistant I	15.56
Paralegal/Legal Assistant II	17.49
Paralegal/Legal Assistant III	19.40
Paralegal/Legal Assistant IV	20.95
Photooptics Technician	17.78
Technical Writer	19.75
Unexploded (UXO) Safety Escort	18.45
Unexploded (UXO) Sweep Personnel	18.45
Unexploded Ordnance (UXO) Technician I	18.45
Unexploded Ordnance (UXO) Technician II	22.32
Unexploded Ordnance (UXO) Technician III	26.76

Weather Observer, Combined Upper Air and Surface Programs (3)	17.84
Weather Observer, Senior (3)	19.84
Weather Observer, Upper Air (3)	17.84
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	16.83
Parking and Lot Attendant	8.95
Shuttle Bus Driver	12.07
Taxi Driver	10.57
Truckdriver, Heavy Truck	16.57
Truckdriver, Light Truck	10.97
Truckdriver, Medium Truck	16.30
Truckdriver, Tractor-Trailer	16.92

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If employees are required to wear uniforms in the performance of this contract (either the terms of the Government contract, by the employer, by the state or local law, etc. the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost) reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (\$0.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contract officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 14 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupational classification and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order pro classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), includ information regarding the agreement or disagreement of the authorized representative o employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report o action, together with the agency's recommendations and pertinent information including position of the contractor and the employees, to the Wage and Hour Division, Employmen Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2 Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapp the action via transmittal to the agency contracting officer, or notifies the contract officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupatio (the Directory) should be used to compare job definitions to insure that duties reques are not performed by a classification already listed in the wage determination. Remem it is not the job title, but the required tasks that determine whether a class is incl in an established wage determination. Conformances may not be used to artificially sp combine, or subdivide classifications listed in the wage determination.